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

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

Public Comment Period

A. Contracts Approved by Law Director

- **1.** <u>Ellison Sanitary Supply, BOE & EMS, Contract #24-0029</u> 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.
- **B.** Contracts Pending Law Director Approval
 - **1.** <u>Ellison Sanitary Supply, BOE, Contract #24-0034</u> One-year contract with renewal options for gym floor maintenance. Pricing is from competitive bid.
 - 2. <u>Pitney Bowes, Health Department, Contract #24-0036</u> Four-year postage meter lease for \$63.53/month. Pricing from State Contract. Replaces machine that has a \$63.01/month cost.
- C. Other Business
- D. New Business
- E. Old Business

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 breeches, 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.

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.

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:

Candie & Roberts

Signature

Candie & Roberts

Printed Name

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director

Anderson County Department Head
Approval:

Anderson County Department Head
Approval:

Publish Sanutary Supply Codinc

Name of Company

Approved as to Form

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

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

Olean Habba

r 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 <u>purchasing@andersoncountytn.gov</u> and <u>kajmeri@andersoncountytn.gov</u>

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.

Participate		Unit Size Requirements	Case	Price Per Case	divided by E)	Brand Name	Item Number
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Virex TB Germicidal Cleaner 32 Oz. 12 \$ 34.18 0.351082504 (chase Stainless Steel Cleaner 17 oz 12 \$ 34.18 0.351082504 (chase The Dressing Gal. Container Gallon 12 \$ 26.65 0.450281426 Spartan Toilet Cleaner Box 12 \$ 19.89 0.60331825 Hospeco Urinal Screens/Blocks Box 12 \$ 47.70 0.251572327 Spartan Air Fresheners - Time Dispensed Cans Can 12 \$ 36.61 0.327779295 Chase Air Fresheners Dispenser Each 1 \$ 24.62 0.040617384 Chase	Soray Cleaner. Tough Duty	Qualit.	-	\$		3 Virex/ Spartan	TB Quat
ainer #DIV/OI #DIV/OI Gallon 12 \$ 26.65 0.450281426 Spartan Quart 12 \$ 19.89 0.60331825 Hospeco Box 12 \$ 47.70 0.251572327 Spartan Dispensed Cans Can 12 \$ 36.61 0.327779295 Chase Each 1 \$ 24.62 0.040617384 Chase	Virex TB Germicidal Cleaner	32.02.		· •		4 Chase	Stainless Steel
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ans Can/16 oz 12 \$ 47.70 0.251572327 Spartan Dispensed Cans Can 12 \$ 36.61 0.327779295 Chase Each 1 \$ 24.62 0.040617384 Chase	37 Toilet Cleaner	Guait		S		5 Hospeco	1901
ensed Cans Can 12 \$ 36.61 0.327779295 Chase Each 1 \$ 24.62 0.040617384 Chase	38 Urinal Screens/Blocks	BUX				7 Spartan	Airlift
Air Fresheners - Hime Dispensed Cans Carr Fresheners Dispenser Each Lack Fresheners Dispenser	39 Air Freshener Spray Cans	Can/ to oz		r to		5 Chase	Value Scent
Air Fresheners Dispenser	40 Air Fresheners - Time Dispensed Cans	Carl		·		4 Chase	#2000
	41 Air Fresheners Dispenser	tacn					

Seath	WSL3340	12,53918495 IBS		1	200 \$	Box of 200	
Each 1 5 7.45 0.13968257 Prolink 1 5 1.57 0.02547770 Apache 1 5 1.5 1.5 0.02547770 Apache 1 5 1.5 0.0254770 Apache 1 4 4 4 4 4 4 4 4 4	EC2433	2.33700254 IBS		2		Box of 1000	Trash Can Liners, Small, 24"x 33"
Each 1 5 7.45 0.13068257 Prolink 1 5 1.57 0.13068257 Prolink 1 5 1.57 0.1306827 Prolink 1 5 1.57 0.1306827 Prolink 1 5 1.57 0.1306827 Prolink 1 5 1.57 0.125627 Prolink 1 5 1.55	VALH3858	246376812 IBS		2		Box of 200	Trash Can Liners Large 38" x 60".
Cach 1 5 7.66	VALH4048	514986376 IBS		2		Box of 250	
Cach 1 5 7.66	WSL3858	470459519 IBS		1		Box of 100	84 Trash Can Liners, 55 gal
Cach 1 5 7.46						of Trash Can Liners they offer for each size	Vendors are to add lines for each ply o
Seach	585	220504475 Resolute		2		Box of 30 rolls	83 Paper Towels, Roll Kitchen Towels
Seach 1 1 1 1 1 1 1 1 1	5301	18,3679525 Marcal		2		Box of 4000	82 Paper Towels. White Multifold
Section	ENRP	238473768 Marcal		2	$\overline{}$	Box of 6 rolls	81 Paper Towels, continuous roll
Each 1 5 7.66 0.13408425] Prolink Each 1 5 39.25 0.023427707 Apachie 1 5 39.25 0.023427707 Apachie 1 5 39.25 0.023427707 Apachie 1 5 39.25 0.023477707 Apachie 1 5 39.25 0.0234939531 Apachie 1 5 39.25 0.0234939531 Apachie 1 5 39.25 0.0234939531 Apachie 1 5 39.25 0.0246607329 Carolina 1 5 39.25 0.02344031 Apachie 2 39.25 Apachie 3 39.25 A	RH814	120096077 Prolink		4	_	Each/white	80 Dis penser Roll Towels 8" x 800'
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Fach 1 5 7.46 0.134048257 Prollink Each 1 5 5.74 0.055630292 Better Brush 1 5 5.92 0.005547707 Apache 1 5 5.92 0.005547707 Apache 1 5 5.92 0.02547707 Apache 1 5 5.92 0.0254789 Better Brush 1 5 5.92 0.0254891 Bmm 2 2 2 2 2 2 2 2 2	O.O.	./3563218 Dart		ω.	_	Box of 1000	77 Cups 8 oz, Stvrofoam
Each	000	2					Paper & Plastic Items
Agt thick	//20	052137643 (mpact	.œ		1	Each	76 16 gallon trash can
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Fach	//05	084388186 Impact		1	+	Each	74 10 gallon trash can
Sech 1 5 7.45 0.134048257 Prolink Each 1 5 39.25 0.025497707 Pache Brush 1 5 39.25 0.11239351 Each 1 5 39.25 0.11239351 Better Brush 1 5 39.25 0.025497970 Pache Brush 1 5 39.25 0.025497970 Pache Brush 1 5 39.25 0.0254299 Pache Brush 1 5 39.25 0.0254281 Pache Brush 1 5 3	COLE	V/01			H	Each	73 7 oallon trash can
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Cach 1 \$ 7,46 0.134048257 Prolink Fach 1 \$ 7,46 0.134048257 Prolink Fach 1 \$ 15,77 0.059630292 Berter Brush Fach 1 \$ 7,25 0.025477707 Apache Each 1 \$ 7,25 0.025477707 Apache Each 1 \$ 8,90 0.112399531 Beter Brush Each 1 \$ 8,90 0.012399521 Co.070621459 Each 1 \$ 9,05 0.070621493 Eter Brush Box of 100 100 \$ 9,05 0.01236318 Investep Box of 100 100 \$ 37,91 4,22052229 RC Cs cs 1,5 5,50 0.018181818 Impact box 12 quart Each 1 \$ 4,98 0.200803213 NextStep box 23 4,5 1,50 0.042488818 3m box 24 5 1,55 0.0319488813 3m box 25 <td< td=""><td>W6524</td><td>138312586 Prolink</td><td></td><td></td><td></td><td>Each</td><td>67 Wet Mop Refi IIs 24 oz. Rayon</td></td<>	W6524	138312586 Prolink				Each	67 Wet Mop Refi IIs 24 oz. Rayon
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Each	1	102880658 6508			-	Each	65 Wet Mop Handles, Wood 32 oz. Rayon
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush Each 1 \$ 16.77 0.059630292 Better Brush Each 1 \$ 39.25 0.025477707 Apache Each 1 \$ 39.25 0.137931034 Better Brush Each 1 \$ 8.90 0.11239551 Each 1 \$ 9.50 0.094607379 Carolina Each 1 \$ 9.50 0.102263158 NextStep Each 1 \$ 9.50 0.102263158 NextStep Each 1 \$ 9.50 0.102263158 NextStep Each 16 \$ 9.50 0.102263158 NextStep Each 16 \$ 9.50 0.102263158 NextStep Box of 100 100 \$ 2.32 43.10344828 Emerald Box 12 quart Each 1 \$ 9.50 0.01818818 Impact Box 12 quart Each 1 \$ 0.319488818 Impact 0.019488818 Impact Box 12 quart Each 1 \$ 0.3194888	8069	02880658			_	Each	64 Wet Mop Handles, Wood 24 oz. Rayon
Fach	96301	0.4784689 Next Step			1	Each	63 Toilet Scrub Brushes
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush 44" thick Each 1 \$ 39.25 0.025477707 Apache Each 1 \$ 39.25 0.025477707 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.09 0.112359351 Better Brush Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 9.50 0.112359351 Nextstep Each 1 \$ 9.50 0.10526318 Nextstep Each 1 \$ 9.50 0.10526318 Nextstep Box of 100 10 \$ 2.32 4.20526229 KC Box of 100 1 \$ 5.50 0.018181818 Impact Box of 100 1 \$ 15.65 0.319488818 Bm Box of 100 1 \$ 15.65 0.319488818 Bm Box of 100 1 \$ 15.	2001	//01	#5			Quart	62 Tire Dressing Spray Cans
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Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush Fach 1 \$ 39.25 0.025477707 Apache Each 1 \$ 39.25 0.025477707 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.070621469 Each 1 \$ 9.50 0.105263158 Nextstep Each 1 \$ 9.50 0.105263158 Nextstep Each 1 \$ 9.50 0.005263158 Nextstep Box of 100 \$ 37.91 4.22052229 KC Box of 100 \$ 5.30 0.018181818 Impact Each 1 \$ 5.00 0.018181818 Impact Each 5 \$ 15.65 0.31948818 3m Box of 100 5 \$ 15.65 0.31948818 3m Box of 100 1 \$ 0.00803213 NextStep Bach	Sprayoun	.0/440236 Prolink		ω.		Gallon	58 Spray Buff
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush /4" thick Each 1 \$ 39.25 0.02547770 Apache Each 1 \$ 39.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 0.094607379 Carolina Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.070621469 0.070621469 Each 1 \$ 9.50 0.105263158 Nextstep Each 160 \$ 37.91 4.22052229 KC Box of 100 1 \$ 55.00 0.018181818 Impact Each 1 \$ 0.31948818 3m Each 5 15.65 0.31948818 <td>2</td> <td>bbbbbb/ Better Brusn</td> <td></td> <td></td> <td>1 \$</td> <td>Each</td> <td>57 Spray Bottles, Generic with Nozzles</td>	2	bbbbbb/ Better Brusn			1 \$	Each	57 Spray Bottles, Generic with Nozzles
Fach Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush /4" thick Each 1 \$ 39.25 0.02547770 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.070621469 Each 1 \$ 9.50 0.105263158 Nextstep Each 1 \$ 9.50 0.105263158 Nextstep Each 160 37.91 4.2052229 KC Each 160 37.91 4.2052229 KC Box of 100 1 \$ 5.00 0.018181818 Impact Box of 100 1 \$ 5.00 0.018181818 Impact Box of 100 1 \$ 5.00 0.01948818 Impact	1000	00803213 NextStep				Each	56 Pat Brushes
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush 44" thick Each 1 \$ 39.25 0.02547770 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 0.094607379 Carolina Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 14.16 0.070621469 0.070621469 Each 1 \$ 9.50 0.105263158 Nextstep Each 16 \$ 37.91 4.22052229 KC Box of 100 10 \$ 2.32 43.1034828 Impact Box of 100 1 \$ 5.50 0.018181818 Impact Box of 100 5 5.50 0.0194881818 Impact	DOED!	19488618 3m		1:		CS	55 Pads, Polishing White - 20 inch
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush /4" thick Each 1 \$ 39.25 0.02547770 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 0.094607379 Carolina Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 14.16 0.070621469 Carolina Each 1 \$ 9.50 0.102263158 Nextstep Each 1 \$ 9.50 0.02621469 KC Each 1 \$ 9.50 0.0102263158 Nextstep Each 100 \$ 37.91 4.22052229 KC Box of 100 100 \$ 2.32 43.10344828 Emerald Box of 100 100 \$ 2.30	20 white	19488818 3m				CS	54 Pads , Buffing Black - 20 inch
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush Each 1 \$ 39.25 0.025477707 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 0.094607379 Carolina Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.070621459 Carolina Each 1 \$ 9.50 0.105263158 Nextstep Each 1 \$ 9.50 0.105263158 Nextstep Each 1 \$ 37.91 4.22052229 RC Box of 100 \$ 2.32 43.1034428 Emerald	אלא מכן	TOTOTOTO HIPACT		, ,	_	Each	53 Mop Bucket - with ringer combo 12 quart
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush Fach 1 \$ 39.25 0.025477707 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 0.094607379 Carolina Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.07021469 O.070221469 Each 1 \$ 14.16 0.07022329 Nextstep Each 160 \$ 37.91 4.22052229 Nextstep	חוו אוניים	10344020 Ellieraid			_	Box of 100	52 Gloves, Latex/vinyl
Each 1 \$ 7,46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush Each 1 \$ 39.25 0.025477707 Apache Each 1 \$ 7.25 0.137931034 Better Brush Each 1 \$ 8.90 0.112359551 Each 1 \$ 10.57 0.094607379 Carolina Each 1 \$ 10.57 0.070621469 Nextstep Each 1 \$ 14.16 0.00526378 Nextstep	All ciros	7202429 F		Ju/	$\overline{}$	Each	51 Blue Shop Towel /Wvoal X80l
Each 1 \$ 7.46 0.134048257 Prolink	41041	OSCOSTO NEXTSTEP		2	$\overline{}$	Each	50 Dust Mop Handle
Each 1 5 7.46 0.134048257 Prolink	901/	/U621469			$\overline{}$	Each	49 Dust Mop 3 X 72 snap-on
Each 1 \$ 7.46 0.134048257 Prolink	9017	2007373 Calonna		1		Each	48 Dust Mop 3 X 48 snap-on
Each 1 \$ 7.46 0.134048257 Prolink	2100	12359551		, a		Each	47 Dust Mop 3 X 36 snap-on
1 5 7.46 0.134048257 Prolink	170136	10050551				Each	46 Dust Mop 3 X 24 snap-on
Each 1 \$ 7.46 0.134048257 Prolink Each 1 \$ 16.77 0.059630292 Better Brush - 1 6 30.75 0.05477707 Apache	170124	37031034 Retter Brush		ار		Each	45 Carpet Rubber Mats. 3 x 6" 1/4" thick
Each 1 \$ 7.46 0.134048257 Prolink		25477707 Apache		20 5		Each	44 Brush , Auto
1 c 7 46 0.134048257 Prolink	10" green	59630292 Better Brush		16	1 0	Each	43 Brooms, Janitorial - Straw
	Janitor	34048257 Prolink					42 Butting Pads - 20

Box of 96 rolls/500 96 \$ 36.95 2.598105548 Resolute Box of 12 rolls 12 \$ 29.95 0.40066778 Resolute each 1 \$ 19.14 19.14 Palmer

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		100 per case	\$ 41.00
Tape Litter Bag			
			, ,

Attachment 1 BID NUMBER: 2402 – Janitorial Supplies

SECTION 1 - BID INFORMATION	SECTION 2 - VENDOR INFORMATION
Acknowledgment of Addenda:	Ellison Sanitary Supply
(Write "Yes" if received)	Vendor Name
Addondo 4 Addondo 0	106 Nevada Avenue
Addenda 1 Addenda 2 Addenda 3 Addenda 4	Vendor Address
7,000,000	LaFollette
	City
	Tennessee 37766
	State Zip
	Telephone Number 423-562-3312
	Jonathan 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)
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42 BUTTING Pads - 20"	3	¢ C	04:57	0.213126/3 FIUIIIR	- I Collector	
43 Brooms. Janitorial - Straw	Each	1 \$	7.46	0.134048257 Prolink	Prolink	Janitor
44 Brush , Auto	Each	1 \$	16.77	0.059630292 Better Brush	Better Brush	10" green
45 Carpet Rubber Mats. 3 x 6" 1/4" thick	Each	1 \$	39.25	0.025477707 Apache	Apache	
46 Dust Mop 3 X 24 snap-on	Each	1 \$	7.25	0.137931034 Better Brush	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	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	Nextstep	96161
51 Blue Shop Towel /Wvoal X80l	Each	160 \$	37.91	4.22052229 KC	KC	41041
52 Gloves, Latex/vinyl	Box of 100	100 \$	2:32	43.10344828 Emerald	Emerald	All sizes
53 Mop Bucket - with ringer combo 12 quart	Each	1 \$	55.00	0,018181818 Impact	Impact	ye.
54 Pads, Buffing Black - 20 inch	8	Ş	15.65	0.319488818 3m	3m	20 black
55 Pads, Polishing White - 20 inch	S	_	15.65	0.319488818 3m	3m	20 white
56 Pot Brushes	Each	11 \$	4.98	0,200803213 NextStep	NextStep	96501
57 Spray Bottles, Generic with Nozzles	Each	1 \$	1,50	0.66666667 Better Brush	Better Brush	
58 Sprav Buff	Gallon	\$ 4	37.23	0.107440236 Prolink	Prolink	Spraybuff
59 Stripping Pads - 17"	S	ស	11.86	0.42158516 3m	3m	17 black
60 14" x 20" Maroon Chemical Free Stripping Pads	cs	10 \$	77.62	0.128832775 3m	3m	maroon
61 20" black stripping pad	SO	₹.	15.65	0.319488818 3m	3m	20 black
62 Tire Dressing Spray Cans	Quart			#DIV/0I		
63 Toilet Scrub Brushes	Each	1 5	2.09	0.4784689 Next Step	Next Step	96301
64 Wet Mop Handles. Wood 24 oz. Rayon	Each	SE	9.72	0.102880658		8059
65 Wet Mop Handles, Wood 32 oz. Rayon	Each	1 \$	9.72	0.102880658	6508	
66 Mop Handles. Fiberglass	Each	4	11.27	0.088731145 Carolina	Carolina	7240
67 Wet Mon Refi lls 24 oz. Ravon	Each	4	7.23	0.138312586	Prolink	W6524
68 Wet Mop Refills 32 oz. Rayon	Each	\$ 17	8.90	0.112359551		w6532
69 Household Broom	Each	1 \$	5.22	0.191570881 Prolink	Prolink	
70 Car Wash Brush Handles	Each	4	4.22	0.236966825 Nextstep	Nextstep	60" metal
71 4 gallon trash can with lid	Each			#DIV/0I		
72 4 gallon trash can without lid	Each	1 \$	8.52	0.117370892 mpact	Impact	7702
73 7 oallon trash can	Each			#DIV/0I		
74 10 gallon trash can	Each	1 \$	11.85	0.084388186 Impact	Impact	7703
75 13 gallon trash can	Each			#DIV/0I		
76 16 gallon trash can	Each	1 \$	19.18	0.052137643 Impact	Impact	7720
Paper & Plastic Items						
77 Cups 8 oz, Stvrofoam	Box of 1000	- 1	34.80	28.73563218 Dart	Dart	818
78 Cups 16 oz, Styrofoam	Box of 1000	1000 \$	70.80	14.12429379 dart	dart	16/16
79 Paper Towel-center pull (for dispenser)	Box of 6 rolls	\$ 9	23.98	0.250208507 Empress	Empress	410823
80 Dis penser Roll Towels 8" x 800'	Each/white	\$ 9	49.96	0.120096077 Prolink	Prolink	RH814
81 Paper Towels. continuous roll	Box of 6 rolls	\$ 9	25.16	0,238473768 Marca	Marcal	ENRP
2 Paper Towels. White Multifold	Box of 4000	4000 \$	26.96	148.3679525 Marcal	Marcal	5301
83 Paper Towels, Roll Kitchen Towels	Box of 30 rolls	30 \$	24.58	1.220504475 Resolute	Resolute	585
Vendors are to add lines for each ply of Trash Can Liners they offer for each size	of Trash Can Liners they offer for eac					
4 Trash Can Liners, 55 gal	Box of 100		18.28	5.470459519 IBS	IBS	WSL3858
85 Trash Can Liners, 44 - 50 gal	Box of 250	250 \$	29.36	8.514986376 IBS	IBS	VALH4048
Frash Can Liners , Large 38" x 60", #17 mic	Box of 200	200 \$	27.60	7.246376812 IBS	IBS	VALH3858
7 Trash Can Liners, Small, 24"x 33"	Box of 1000	1000 \$	23.62	42.33700254 IBS	IBS	EC2433

100 T 100 T 100	Day of 96 rolls/500	2 36	36 95	2 598105548 Recolute	#276
objioner ussue - 2 piy	מחב /פווסו מב וח אחם	2	2000	בייסיסים בייסיסיסים בייסיסים ב	
90 Toilet Tissue-Jumbo Rolls 1000	Box of 12 rolls	12 \$	29.95	0.40066778 Resolute	#100
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 Affidavit

STATE OF	Tennessee						
COUNTY OF	Campbell						
and that I am	m (Title) <u>Vice-Pres</u> authorized to make this a ponsible in my firm to the	fidavit on beh	alf of my firm a	and its ow	Ellisoners, direc	on Sani ctors, and	tary Supp officers. I am
I STATE THAT	Γ:						
The price(s) and amount of this bid ation, or agreement with	have been an	rived at indepe tractor, bidder	endently a	nd withou ial bidder	t consultati	ion,
 Neither th of this bid 	e price(s) nor the amount have been disclosed to a closed before bid opening	of this bid and any other firm	t neither the a	pproximat	e price(s)	nor approx	ximate amount r, and they will
 No attemption contract, or 	ot has been made or will to to to submit a bid higher to to foomplementary bid.	e made to ind	luce any firm o r to submit an	or person (y intention	to refrain f ally high o	rom biddin or noncom	ig on this petitive bid or
 The bid of 	my firm is made in good firm or person to submit a	faith and not p	oursuant to an	ny agreeme oncompeti	ent or disc tive bid.	ussion witi	h, or induceme
 (Name of directors, the last th 	My Firm) Ellison and employees are not coree years been convicted involving conspiracy or	Sanitary urrently under or found liable	Supply investigation e for any act r	, its a by any go prohibited	iffiliates, s vernmenta by State o	at agency a of Federal Is	and nave not in law in any
I state that (N	ame of My Firm) $\underline{ Elli}$ e representation are mate	son Sanit	ary Supp	ly e relied or	unders	tands and	acknowledges ty in awarding
the contract(s) for which this bid is sub	mitted. I unde	rstand and my	y tirm unde	erstands t	nat any mis	ssiatement in u
affidavit is and	d shall be treated as frauc	lulent conceal	ment from An	derson Co	ounty of th	e true facts	s relating to
supprission of	bids for this contract.	erts	_		Juce	Preso	lents
Sworm to and	esentative's Signature	s /st	day of	Que	ques	Title R	2023
OTEE Sworm to and	The Lakest	- 1 <u>- 1 </u>		nission exp	pires:	3/23/6	25
MPRE	Notary Public		•	•		1	
THINITING	Septe	ember 2023	Purchasing	Committe	ee		





DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

- o Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- o 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

IM ORTHUT. HOTHER AND COLL ST CERTIFICATION
SECTION 6 – DIVERSITY INFORMATION
VENDOR/CONTRACTOR NAME: Ellison Sanitary Supply
Type of Company: [Check One]
(X) Corporation (Y) Partnership (Y) Limited Liability (Y) 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
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: Officer of the Company
Name: Candie E. Roberts Title: Vice-President
NOTARY ACKNOWLEDGEMENT:
COUNTY OF Chupbell ON 1 December 1. 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.
PRINTED FULL NAME OF NOTARY: Angle Hoteet MY COMMISION EXPIRES: 3/23/25 September 2023 Purchasing Committee



CERTIFICATE OF LIABILITY INSURANCE

24-0029	EXHIDITE (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 DESPENDATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

BI RI	ELOW. THIS CERTIFICATE OF INSURA EPRESENTATIVE OR PRODUCER, AND	NCE THE	DOE	S NOT CONSTITUTE A CC RTIFICATE HOLDER.	ONTRA	CT BETWEEN	I THE ISSUIN	IG INSURER(S), AUTHOR	KIZED	
IIV If	IPORTANT: If the certificate holder is a SUBROGATION IS WAIVED, subject to	n AC	DITIO	ONAL INSURED, the policy and conditions of the policy	icy, cer	tain policies	DITIONAL IN may require	SURED provisions or be an endorsement. A state	endors ment c	sed. on
	is certificate does not confer rights to	the c	ertific	cate holder in lieu of such	CONTAC	sement(s).				
	DUCER				CONTAC NAME: PHONE	Molly Start		FAX	(472) 5	66-2114
	Hill and Son Insurance Agency			1	E-MAIL ADDRES	Ext): (423) 56	2-2112	FAX (A/C, No):	(423) 3	100-2114
	W Central Ave				ADDRES					7/27/20 T
	Box 1406							DING COVERAGE		NAIC#
	ollette			TN 37766	INSURE	Oten d Deli	rk Insurance C			
INSU					INSURE	RB: SteadPol	nt Insurance G	a oup		
	Ellison Sanitary Supply Compan	y, inc	5		INSURE	RC:				
	PO Box 370				INSURE					
	La Callada			TN 37766	INSURE					
-	La Follette				INSURE	RF:		REVISION NUMBER:		
TH IN CE	/ERAGES CER' 4IS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUIRERTIFICATE MAY BE ISSUED OR MAY PERTA KCLUSIONS AND CONDITIONS OF SUCH PO	NSUR REME NN, TH LICIE:	ANCE NT, TE HE INS S. LIM	LISTED BELOW HAVE BEEN FRM OR CONDITION OF ANY C SURANCE AFFORDED BY THE	CONTRA	ACT OR OTHER ES DESCRIBED ED BY PAID CL	RED NAMED AB DOCUMENT V HEREIN IS SI AIMS.	OVE FOR THE POLICY PERI	HIS	
INSR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s 50,0	
								MED EXP (Any one person)	s 5,00	
Α				BPP01053		11/01/2022	11/01/2023	PERSONAL & ADV INJURY	2.00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	3 00	0,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
_	AUTOMOBILE LIABILITY	-			_			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED			BAP01054		11/01/2022	11/01/2023	BODILY INJURY (Per accident)	\$	
′ ′	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE Per accident	\$	
	AUTOS ONLY AUTOS ONLY							it to decidenti	\$	
_	➤ UMBRELLA LIAB ➤ OCCUR							EACH OCCURRENCE	\$ 2,00	0,000
Α	EXCESS LIAB CLAIMS-MADE			XLP01055		11/01/2022	11/01/2023	AGGREGATE	\$ 2,00	0,000
	DED RETENTION 5								\$	
	WORKERS COMPENSATION							X PER OTH-		
_	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			WC044-0743160-2022A		11/01/2022	11/01/2023	E.L. EACH ACCIDENT	\$ 1,00	10,000
В	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A		VVGU44-0743100-2022A		11/01/2022	11/01/2023	E L DISEASE - EA EMPLOYEE	s 1,00	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s 1,00	000,00
DESC	L CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more s	pace is required)			
	RKERS COMPENSATION EXCLUSION - G									
	ÿ									
		_							_	
CE	RTIFICATE HOLDER	-			CANC	ELLATION				
	ANDERSON COUNTY GOVER	NME	NT	se i	THE	EXPIRATION D	DATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.	ICELLE RED IN	D BEFORE
	100 NORTH MAIN STREET				AUTHO	RIZED REPRESE	NTATIVE			
	CLINTON			TN 37716	M	alley	45h	ucher)		
			_			1"	© 1988-2015	ACORD CORPORATION	All rig	ghts reserved.

Attachment 4 Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance <u>must</u> be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1.	\boxtimes	Workers Compensation Employers Liability	Statutory limits 100,000/100,000/500,000
2.	\boxtimes	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 Contractors ✓ Include Personal Injury ✓ Include Independent Contractors ✓ Include Vendors Liability ✓ Include Professional or E&O Liability 	Operations
3.		Business Auto Include Garage Liability Include Garage Keepers Liability Copy of Valid Driver's License Copy of Current Motor Vehicle Rec Copy of Current Auto Liability Dec	
4.		Crime Coverages Employee Dishonesty Employee Dishonesty Bond	
5.		Property Coverages Builders Risk Inland Marine Transportation	
6. credit ii 201. T	☐ n favor o his <u>MUS</u>	Performance Bond Required – A <u>One Hu</u> of Anderson County Government at a feder <u>ST</u> be submitted before purchase order issue	indred Percent (100%) performance or an irrevocable letter of ally insured financial institution in accordance with T.C.A. 12-4-ed. REQUIRED IF BID IS OVER \$100,000.
Anders auto. certificathe about	on Cour Insurant ate shou ove req	nty Government shall be named as an addit be carrier ratings shall have a Best's rating ald strike out "endeavor to" and include a 30-c	nt, Clinton, Tennessee, and shall show the bid number and title, ional insured on all policies except worker's compensation and of A-VII or better, or its equivalent. Cancellation clause or day notice of cancellation where applicable. Any deviations from erson County Purchasing Agent. Any liability deductibles of inted if applicable.
<u>days</u> if	rstand the awarde contract	ne insurance requirements of these specific d this bid and or contract. I agree to furnish	ent and Certification eations and will comply in full within 21 (twenty-one) calendar the county with proof of insurance for the entire term of the bic
		ison Sanitary Supply	\bigcirc
		Vendor Name	Authorized Signature
	Geo	orge Ellison	8-02-23
		epresentative Name (Please Print)	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, committeeperson, 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 $\S 8-44-102(b)(1)(E)$ 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.

Deary Elin	8/02/23	
Contractor or Company Owner (signature)	Date	

George Ellison Ellison Sanitary Supply

Contractor or Company Name (print)

XX-XXX

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

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

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

Attachment 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.

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	City, State Zip Anderson County Government Administrative Approval:	
George Ellison Printed Name	Robert J. Holbrook, Finance Director Date	
President	Anderson County Department Head Approval:	
Ellison Sanitary Supply Name of Company	Date	
106 Nevada Avenue Lafollette, Address 37766	TNApproved 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)

(865) 457-6252 (Fax)					
BID NUMBER	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 empor renews a contract with a local board of education or child c (1) Provide a fingerprint sample (2) Submit to a criminal history records check to be conditionally because the federal Bureau of Investigations.	are program on or after September 1, 2007, must:				
Contact the Anderson County School's Human Resources Depinstructions.	partment at (865) 463-2800 ext. 2811 for fingerprint				
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)					
I agree to abide by Public Chapter 587 of 2007, as codified in that I am authorized to sign. The undersigned further agrees if Background Check Information on himself and all of his empl County Government. I hereby agree to release all criminal his Government, the Tennessee Bureau of Investigation and the F Tennessee law and I further certify that all information supplie to release and hold harmless the above-mentioned government purposes mandated under Tennessee law. I further certify that all current employees and will obtain said information on futu defined in this bid or contract, pursuant to Tennessee Code Armine is prohibited from direct contact with school children for Section §§ 49-5-401 et seq.	this bid or contract is accepted, to furnish any and all of the loyees as required by law, at the request of Anderson story and other required information to Anderson County ederal Bureau of Investigation in accordance with ed by me regarding this inquiry is true and accurate. I agree tal entities for the use of this information related to the I have obtained acceptable criminal history information on re employees associated with the performance of the work motated 49-5-413 and that neither I nor any employee of the reasons enumerated in Tennessee Code annotated				
Signature Very Win_	Title_President				
Printed Name: George Ellison	Date8/02/2023				
(Please Print Clearly) INTERNAL OFFICE USE ONLY	(Month, Day, Year)				
ENTERIORE OFFICE USE ONE					
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: <u>purchasing@andersoncountytn.gov</u> Website: <u>http://andersontn.org/purchasing</u>

(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** <u>ALTERATIONS OR AMENDMENTS:</u> 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** <u>TAXES</u>: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

- 1.6 <u>CONFLICT OF INTEREST</u>: 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 <u>BID AWARDS:</u> 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 <u>BIDDER'S MINIMUM QUALIFICATIONS</u>: 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 <u>DEBARMENT</u>: 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** <u>VENDOR'S DEFAULT:</u> 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** <u>DUPLICATE COPIES:</u> 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 <u>DRUG-FREE WORKPLACE</u>: 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 <u>SCHOOL CAFETERIA BIDS:</u> 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 <u>WAIVING OF INFORMALITIES:</u> 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 <u>ADDENDUM:</u> § 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** <u>OWNERSHIP</u>: 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.

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 breeches, 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.

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.

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.

	Corbin, KY 40701 City, State Zip
Contractor/Supplier: May 17-23 Signaluze Date	Anderson County Government Administrative Approval:
Martin K. Norvell Printed Name	Robert J. Holbrook, Finance Director Date
Chief Operating Officer	Anderson County Department Head Approval:
Norvex Supply Name of Company	Approved as to Form
1807 Goodwin St.	Law Director Date Date

Anderson County Government

Request for Bids

N

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

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

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

Holblook Officector 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 <u>purchasing@andersoncountytn.gov</u> and kajmeri@andersoncountytn.gov

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	\$28.94	0.829302004 AJAX	AJAX	12-0030
2 Bathroom Cleaner RTU Acid Free	Quart	12	\$24.24	0,495049505 Solutions	Solutions	12-0080
3 Bleach	Gallon	9	\$18.96	0.316455696 KIK Bleach	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	Comet	12-0720
6 Degreeser Container. Tough Duty	Quart	12	\$27.36		0.438596491 Right Force	1.2-0560
7 Dishwashing Liouid	Gallon	b	\$20.80	0,192307692 Pink N Sink	Pink N Sink	66-2010
8 Disinfectant Concentrated	Gallon	4	\$29.40	0.1360S4422 Fresh D	Fresh D	18-0201
9 Disinf ectant Pine Oil	Gallon	4	\$37.60	0.106382979 Pine D	Pine D	18-0301
10 Disinfectant, Hospital Sprav	12 oz, Can	12	\$29,20	0.410958904 Chase	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	ABC	30-0325
13 Floor Sealer	Gallon	5	\$63.12	0.079214195 ABC	ABC	30-1705
14 Floor Stripper	Gallon	5	98 69\$	0.072087659 ABC	ABC	30-0455
15 Floorr Wax	Gallon	S	\$68.44	0.073056692 ABC	ABC	30-0345
16 Germicidal Spray & Wipe	20 oz. Can	12	\$29.20		Chase	12.1045
17 Clean by Proxy	Gallon	4	\$39.40	0.101522843 Oxy Solve	Oxy Solve	12-1550
18 NABC Concentrate	2 Liters	Ъ	\$74.32		0.053821313 ChemWorx	18 0280
19 HDQC Disinfectina Cleaner Concetrate	2 Liters	4	\$98.32	0.040683483	S ChemWorx	18-0256
20 Consume Eco-Lyzer	2 Liters	4	\$86.82	0.046072334	1 ChemWorx	30-5400
21 Glass Cleaner	Gallon	Þ	\$24.96	0,16025641	Kleer View	12-1201
	12 oz. can	12	\$26.88	0.446428571 Chase	Chase	12-1222
23 Glass and Smooth Surface Cleaner Concentrate	Gallon	4	\$62.16	6 0.064350064 ABC	ABC	12-1226
24 Laundry Detergent Industrial Size	50 lb.		\$29.87	0.033478406 TheoChem	TheoChem	39-3540
75 Moo/Shipp Disinfectant	Gallon	4	\$34,56	0.115740741 Solutions	Solutions	18-0160
76 Car Wash Cleaner	Saallons		\$45.70		0.021881838 Wash n Wax	00-0172
22 Odor Flimpator	Ouart	12		0.323624595 Solutions	Solutions	SP2200
28 Odor Killer	Gallon	4	98.69\$	5 0.057670127	Solutions	15-0620
29 Shower Cleaner	Gallon	t t	\$29.92	0.13368984 Solutions	1 Solutions	SP1866
30 Linuid Soan Dispenser w/wall mount	Each	7	\$0.00	10/AIG# (Luxury	21-0552
31 Soan Tinuid Hand for Dispensers-33 8 Fluid oz.	Gallon	4	\$20.64	0.19379845 Luxury	Luxury	66-4780
32 Soap Foaming for Dispensers	Gallon	Þ	\$44.60	0.089686099 Kutol	Kutoi	66-3611
33 Soray Cleaner, Tough Duty	Quart	12	\$29.94	1 0.400801603 Solutions	Solutions	12-1610
34 Virex TB Germicidal Cleaner	32.02	9	\$18.60		0.322580645 Complete TBX	18 2000
35 Stainless Steel Cleaner	12 02	12	\$31.36	5 0.382653061 Chase	1 Chase	12-1722
36 Tire Drossine Gal Container	Gallon	4	\$89.12	0.044883303	Solutions	00-0050
37 Toilet Cleaner	Quart	12	\$29.64		0.4048583 Solutions	12-0080
38 Urinal Screens/Blocks	Box	12	\$29.86	5 0.401875419 U Screen	J U Screen	15-1800
39 Air Ereshener Sprav Cans	Can	12	\$30.48	3 0.393700787 Chase	7 Chase	15.0210
	300	12	\$45.60	0.263157895 Fresh	5 Fresh	15-0310

41 Air Fresheriels Dispenser	1					
Miscellaneous Items						
42 Buffing Pads 20"	Each	in.	\$18.95	0.263852243 NVX	X/	30-9203
43 Brooms, Janitorial - Straw	Each	1	\$9.94	0,100603622 Paragon	ragon	30-0200
44 Brush, Auto	Each	1	\$13.92	0.07183908 Paragon	ragon	03-3410.
45 Carpet Rubber Mats. 3 x 6" 1/4" thick	Each		\$39.87	0.025081515 Wearwell	earwell	63-3135
46 Dust Mop 3 X 24 snap-on	Each	1	\$6.40	0.15625 Paragon	ragon	24-0700
47 Dust Map 3 X 36 snap-on	Each	1	\$8.38	0.119331742 Paragon	ragon	24-0900
48 Dust Mop 3 X 48 snap-on	Each		\$10.22	0.097847358 Paragon	ragon	24-1004
49 Dust Mop 3 X 72 snap-on	Each	1	\$16.94	0.059031877 Paragon	ragon	24-1410
50 Dust Mop Handle	Each	1	\$8.20	0.12195122 Par	Paragon	33-1500
51 Blue Shap Towel /Wvaal X80l	Each	-	\$18.82	0.053134963 Task	sk	51-3500
52 Gloves, Latex	Box of 100	10	\$45.80	0.218340611 Saf	Safety Zone	45-1580
53 Mop Bucket - with ringer combo 12 quart	Each	-	\$64.45	0.015515904 Paragon	ragon	27-2126
54 Pads, Buffing Black 20 inch	Each	5	\$18.95	0.263852243 NVX	X	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	гадоп	03-3570
57 Spray Bottles, Generic with Nozzles	Each	-	\$0.55	1.8181818 Tolco	ılca	45.7040
S8 Sprav Buff	Gallon	4	\$35.40	0.11299435 Tolco	ılco	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	S	\$18 95	0.263852243 NVX	×	30-9201
62 Tire Dressing Spray Cans	Quart	12	\$109.92	0.109170306 Chase	lase	00.0300
63 Toilet Scrub Brushes	Each	1	\$12.36	0.080906149 Paragon	ragon	03-3343.
64 Wet Mop Handles. Wood 24 pz. Rayon	Each		\$8.88	0.112612613 Paragon	ragon	33-1000
65 Wet Mop Handles. Wood 32 oz. Rayon	Each	1	\$8.88	0,112612613 Paragon	เาลดูอก	33-1000
66 Mop Handles, Fiberglass	Each	1	\$14.75	0.06779661 Paragon	гавол	33-1015
67 Wet Mop Refi lls 24 az. Rayon	Each	1	\$5.10	0.196078431 Paragon	ragon	48-2724
68 Wet Mop Refills 32 oz. Rayon	Each	1	\$7.40	0.135135135 Paragon	ıragon	48-2732
69 Household Broom	Each	1	\$5.94	0.168350168 Paragon	гадоп	30-0030
70 Car Wash Brush Handles	Each	7	\$3.99	0.250626566 Paragon	เกลgon	03-3570.
/1 4 gallon trash can with lid	Each	1	\$21.16	0.047258979 Gator	ator	60-7010
72 4 gallon trash can without lid	Each	1	\$5.22	0.191570881 Ga	Gator	0002 09
73 7 gallon trash can	Each	1	\$7.99	0.125156446 Gato	ator	60-7005
	Each	1	\$10.24	0.09765625 Ga	Gator	60-7028
75 13 gallon trash can	Each	1	\$12.92	0.077399381 Gator	utor	60-7052
76 16 gallon trash can	Each	1	\$39.99	0.025006252 Gator	ator	60 7064
Paper & Plastic Items						
77 Cups 8 oz, Stvrofoam	Box of 1000	1000	\$35.42	28.23263693 Dart	art	51-0508
78 Cups 16 oz, Styrofoam	Box of 1000	1000	\$71:14	14.05678943 Dart	art	51.0516
79 Paper Towel-center pull (for dispenser)	Box of 6 rolls	9	\$26.24	0.228658537 Mc	Morcon	51-0001
80 Dis penser Rall Towels 8" x 800"	Each	9	\$23.45	0,255863539 Morcon	отсоп	51-1833
81 Paper Towels, continuous roll	Box of 6 rolls	9	\$29,46	0,203665988 Morcon	lorcon	60.1822
82 Pager Towels. White Multifold	Box of 4000	4000	\$24 92	160.5136437 Morcon	orcon	51-1585

Vendors are to add lines for each ply of Tra	f Trash Can Liners they offer for each size	ch síze				
84 Trash Can Liners, 55 gal	Box of 1000	150	\$31.96	4,693366708 National	National	60-2061
Trush Can Liners, 55 gal 1.5mil SuperTuff	Box of 100	100	\$26.94	3,711952487 National	National	60-2045
Trash Can Liners, 55 gal 2.0mil MaxxTuff	Box of 100	100	\$38.15	2.621231979 National	National	60-2058
85 Trash Can Liners, 44 - 50 gal	80x of 1000	250	\$24.32	10.27960526 National	National	0260-09
Trash Can Liners, 44 - 50 gal 22mic	Box of 150	150	\$29.49	5.08646999 National	National	60-1001
Trash Can Liners, 44 - 50 gal 1.5mil SuperTuff	Box of 100	100	\$24.30	4.115226337 National	National	60-1018
86 Trash Can Liners , Large 38" x 60", #17 mic	Box of 200	200	\$29.99	6.66888963 National	National	60-2055
87 Trash Can Liners, Small, 24"x 33"	Box of 1000	1000	\$25.98	38.49114704 National	National	60-0645
Trash Can Liners, Small, 24"x 33" Tuff Rolls	Box of 500	200	\$35.46	14.10039481 National	National	60-0669R
88 Trash Can Liners, White, 31-33 gal	Box of 200	200	\$29.94	16.7000668 National	National	60-1057
Trash Can Liners, 31-33 gal	Box of 250	250	\$36.72		National	60-1026
89 Toilet Tissue - 2 ply	Bax of 96 rolls	96	\$37.45	2.563417891 Marcon	Marcon	51-1080
90 Toilet Tissue-Jumbo Rolls 1000	Box of 12 rolls	12	\$25.45	0.47151277 Morcon	Morcon	51-1662
01 Toilet Tissue, fumbo Rolls Dispenser	pach	1	\$0.00	#DIV/0!	Morcon	21-1308

Attachment 1 BID NUMBER: 2402 – Janitorial Supplies

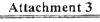
SECTION 1 - BID INFORMATION	SECTION 2 - VENDOR INFORMATION
Acknowledgment of Addenda: (Write "Yes" if received) Addenda 1 Addenda 2 Addenda 3 Addenda 4	Vendor Name Vendor Address City State Contact Person (Please Print) E-Mail Address Taxpayer Identification Number, Social Security or Employer Identification Number: 6 10 7 3 3 3 6 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: (Flease sign original in blue ink)

Non-Collusion Affidavit

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

Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit
STATE OF TN
COUNTY OF Campbell
I state that I am (Title) of (Name of My Firm) for Use of A 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.
 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)
I state that (Name of My Firm)





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:

- 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);
- Asian American (a person having origins in any of the original peoples of the Far East,
 Southeast
- o Asia, the Indian subcontinent, or the Pacific Islands); or
- e 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 at which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED SECTION 6 - DIVERSITY INFORMATION VENDOR/CONTRACTOR NAME: Type of Company: [Check One] (V_) 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 % Noman - waed (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: Title: NOTARY ACKNOWLEDGEMENT: PERSONALLY APPEARED John Blankenship PERSONALLY KNOWN TO ME FOR PROVED TO ME C SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND , PERSONALLY KNOWN TO ME FOR PROVED TO ME ON THE BASIS OF ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITYTES). AND THAT HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON IS) ACCEVED THE INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL. STATE OF ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY PRINTED FULL NAME OF NOTARY MY COMMISION EXPIRES:

Attachment 4 Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance 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.

edit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-61. This <u>MUST</u> be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. Pertificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title inderson County Government shall be named as an additional insured on all policies except worker's compensation and toto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause or entificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from a above requirements <u>must</u> be disclosed to the Anderson County Purchasing Agent. Any liability deductibles of clusions must also be disclosed. Exceptions can be granted if applicable. Bidders Statement and Certification and will comply in full within 21 (twenty-one) calendarys if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid or contract.	1.	\boxtimes	Workers Compensation Employers Liability	Statutory limits 100,000/100,000/500,000
Occurrence Form Only Include Premises Liability Include Contractual Include Contractual Include Products and Completed Operations Include Preducts and Contractors Include Vendors Liability Include Professional or E&O Liability Include Garage Liability Include Garage Liability Include Garage Liability Include Garage Keepers Liability Ocopy of Valid Driver's License Copy of Current Motor Vehicle Record Copy of Current Motor Vehicle R	2.	\boxtimes	Commercial General Liability	
Include Garage Liability Include Garage Keepers Liability Copy of Valid Driver's License Copy of Current Motor Vehicle Record 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 Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of edit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4: Alt. This MUST be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. Insurance Carrier ratings shall be named as an additional insured on all policies except worker's compensation and into. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause or an entiticate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from a above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles of clusions must also be disclosed. Exceptions can be granted if applicable. Bidders Statement and Certification Inderstand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendaling if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid of contract.			 Include Premises Liability Include Contractual Include XCU Include Products and Complete Include Personal Injury Include Independent Contracto Include Vendors Liability 	ed Operations ors
Employee Dishonesty Bond 5. Property Coverages Builders Risk Inland Marine Transportation	3		Include Garage Liability Include Garage Keepers Liabili Copy of Valid Driver's License Copy of Current Motor Vehicle	Record
Builders Risk Inland Marine Transportation Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of edit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-101. This MUST be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. Pertificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title inderson County Government shall be named as an additional insured on all policies except worker's compensation and the insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause or intificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from a above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles of clusions must also be disclosed. Exceptions can be granted if applicable. Bidders Statement and Certification understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar in a way if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid of contract.	4		Employee Dishonesty	
edit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4- 21. This MUST be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. Partificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title inderson County Government shall be named as an additional insured on all policies except worker's compensation and into the insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause or intificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from a above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles of clusions must also be disclosed. Exceptions can be granted if applicable. Bidders Statement and Certification and will comply in full within 21 (twenty-one) calendars if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid or contract.	5.		☐ Builders Risk☐ Inland Marine	
Inderson County Government shall be named as an additional insured on all policies except worker's compensation and ito. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause or entificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from a above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles of clusions must also be disclosed. Exceptions can be granted if applicable. Bidders Statement and Certification understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendaritys if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid or contract.			of Anderson County Government at a fe	derally insured financial institution in accordance with T.C.A. 12-4
understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendarys if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid or contract.	Anders auto. certific the ab	son Cour Insuranc ate shou ove req	nty Government shall be named as an a ce carrier ratings shall have a Best's ra ild strike out "endeavor to" and include a uirements <i>must</i> be disclosed to the A	Idditional insured on all policies except worker's compensation and ating of A-VII or better, or its equivalent. Cancellation clause or 30-day notice of cancellation where applicable. Any deviations from Anderson County Purchasing Agent. Any liability deductibles or
Vendor Name Authorized Signature	days if	f awarde	ne insurance requirements of these spe d this bid and or contract. I agree to fur	cifications and will comply in full within 21 (twenty-one) calendar
Vendor Name Authorized Signature		N	COVER SUMPLY	1.3.
			Vendor Name	Authorized Signature
Bid Representative Name (Please Print)		Bid Re		8/2/23 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, committeeperson, 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.

PADEPLITY PURCHASING AGENT PROCEDURES/FORMS/Bid Fprm/Attachment 5 - Conflict of Interest Form doc

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)

8-2-23

Date

Contractor or Company Name (print)

PIDERLITY PURCHASING AGENT PROCEDURES/FORMS/Bid Parm/Attachment 5 - Conflict of Interest Form doc

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 Norvex (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 Sopplies for the County Per 13:11 00.2401.

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:

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

Term. The term of this agreement shall begin on Ava 1013 and shall end on Avg 1013 with renewal option of Sterms 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 breeches, 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.

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:	City, State Zip
5 grature 8/2/23	Anderson County Government Administrative Approval:
John Blankership	Robert J. Holbrook, Finance Director Date
Regional Saler Mg	Anderson County Department Head Approval:
Name of Company	Date
Address	Approved as to Form

24-0030 Exhibit 1

XX-XXXX

Attachment 6
Sample Contract for Goods
Date

Law Director

Rev December 6 2007

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT

PURCHASING DEPARTMENT

100 N. MAIN STREET, ROOM 214 or 218		
C1.INTON, (865) 45'		
(865) 457-6		
BID NUMBER BILL 2402	CONTRACT NUMBER	
BACKGROUND CHECKS Contractors shall comply with Annotated Section 49-5-413, which requires all contractors to Tennessee Bureau of Investigation and the Federal Bureau of employee to have contact with students or enter school ground	facilitate a criminal history records check conducted by the Investigation for each employee prior to permitting the is when students are present	
Any person, corporation or other entity who enters or any empor renews a contract with a local board of education or child of (1). Provide a fingerprint sample. (2) Submit to a criminal history records check to be conditional. Bureau of Investigations.	are program on or after September 1, 2007, must: ducted by the Tennessee Bureau of Investigations and the	
Contact the Anderson County School's Human Resources De	partment at (865) 463-2800 ext. 2811 for fingerprint	
instructions. Company or Individuals (Name)	Address	
	1807 Swaylwin St. Telephone Number	
Norvex Supply City. State, Zip Code	Telephone Number	
	(600) 660- 4210	
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	Title Regional Sales Mgs	
(Please Print Clearly)	Date 08-02-23 (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: <u>purchasing@andersoncountytn.gov</u> Website: <u>http://andersontn.org/purchasing</u>

(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 <u>ALTERATIONS OR AMENDMENTS:</u> 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 <u>NON-DISCRIMINATION</u>: 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 <u>SAME AS OR EQUIVALENT TO:</u> 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 <u>BID AWARDS:</u> 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 <u>BIDDER'S MINIMUM QUALIFICATIONS</u>: 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 <u>DEBARMENT</u>: 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 <u>DELIVERY:</u> 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 <u>VENDOR'S DEFAULT:</u> 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 <u>DUPLICATE COPIES</u>: 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 <u>DRUG-FREE WORKPLACE</u>: 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 <u>COMPETITION INTENDED</u>: 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 <u>SCHOOL CAFETERIA BIDS</u>: 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 <u>TERMINATION:</u> 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 <u>OSHA SAFETY</u>: 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 <u>BACKGROUND CHECKS</u>: 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 <u>INDEMNIFICATION/HOLD HARMLESS</u>: 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 <u>DECLARATIVE STATEMENT:</u> 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 <u>ASSIGNMENT:</u> 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 <u>UNIT PRICE:</u> 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.
- 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

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: <u>Bid #2403</u>. Contractor <u>shall not</u> 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 breeches, 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:		Anderson County Government Administrative Approval:
Signature	Date	Robert J. Holbrook, Finance Director Date
Printed Name		Anderson County Department Head Approval:
Title		Date
Name of Company		
Name of Company		Approved as to Form
Address	<u></u>	
		Law Director Date
City, State Zip		

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

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

BID DESCRIPTION

Bid for Gym Floor Maintenance. Vendors are to provide one original and one copy. **Bid envelopes** must have the Bid # on the cover.

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

Attachment 1 BID NUMBER: 2403 – Gym Floor Maintenance

SECTION 1	- RID INFO	RMATION

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

Addenda 1 yes Addenda 2 yes Addenda 4 yes

SECTION 2 - VENDOR INFORMATION		
Ellison Sanitary Supply		
Vendor Name		
106 Nevada Avenue		
Vendor Address		
LaFollette		
City Tennessee 37766		
State Zip		
Telephone Number423-562-3312		
Jonathan Cox		
Contact Person (Please Print)		
jcox9347@gmail.com		
E-Mail Address		
Taxpayer Identification Number, Social Security or Employer Identification Number:		
62-0758236		
State of Tennessee Business License Number: License #0101180723		
l 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)		

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.

Non-Collusion Affidavit

• Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

STATE OF I state that I am (Title) of (Name of My Firm) and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and 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) (Name of My (0 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) 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 29 44 My commission expires: Notary Public September 2023 Purchasing Committee

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) Is your company 51% Owned or Operated by a Minority Group? Yes ____ No_X If yes, check the ethnic category and indicate % of ownership: ☐ American Indian/Alaskan Native ______% ☐ African American _____% ☐ Asian/Pacific Islander % ☐ Other ____% _____(please indicate) Please name the entity of certification: Please provide copy of certification letter or certificate I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. Signature: OFFICER OF THE COMPANY **NOTARY ACKNOWLEDGEMENT:** PERSONALLY APPEARED Jonathan , 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 PE EXECUTED THE INSTRUMENT. WITNESS MY HAMD AND OFFICIAL SEAL. SIGNATURE OF NOTARY:__

September 2023 Purchasing Committee

PRINTED FULL NAME OF NOTARY:_____

MY COMMISION EXPIRES: 3/83



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
- o 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 <u>must</u> be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1.	\boxtimes	Workers Compensation Employers Liability	Statutory limits 100,000/100,000/500,000
2.	\boxtimes	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 Contractual Include Personal Injury Include Independent Contractors Include Vendors Liability Include Professional or E&O Liability	perations
3.		Business Auto Include Garage Liability Include Garage Keepers Liability Copy of Valid Driver's License Copy of Current Motor Vehicle Rec	
4.	X5	Crime Coverages Employee Dishonesty Employee Dishonesty Bond	
5.,		Property Coverages Builders Risk Inland Marine Transportation	
			ndred Percent (100%) performance or an irrevocable letter of ally insured financial institution in accordance with T.C.A. 12-4-ed. REQUIRED IF BID IS OVER \$100,000.
Anders auto. certific the ab	son Cou Insurandate shoulove required	nty Government shall be named as an addit ce carrier ratings shall have a Best's rating ald strike out "endeavor to" and include a 30-c	nt, Clinton, Tennessee, and shall show the bid number and title ional insured on all policies except worker's compensation and of A-VII or better, or its equivalent. Cancellation clause or day notice of cancellation where applicable. Any deviations from erson County Purchasing Agent. Any liability deductibles on nted if applicable.
days if		he insurance requirements of these specificed this bid and or contract. I agree to furnish	ent and Certification ations and will comply in full within 21 (twenty-one) calendar the county with proof of insurance for the entire term of the bid
anu oi		-	CHI C
	<u>E1.</u>	lison Sanitary Supply Vendor Name	Authorized Signature
	Ιο	nathan Cox	8/29/23
		epresentative Name (Please Print)	Date



CERTIFICATE OF LIABILITY INSURANCE

24-0034 EXPLIPE (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.

this	UBROGATION IS WAIVED, subject to certificate does not confer rights to	the c	ærms :ertifl	cate holder in Ileu of such	nendor	rtain policies sement(s).	may require	an endorsement, A state	∍ment c	חכ
RODU	JCER .				CONTAC NAME:	Molly Star	bird			
.E. H	Hill and Son Insurance Agency				PHONE (A/C, No E-MAIL	(423) 56	52-2112	FAX (A/C, No):	(423) 5	66-2114
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	Ellison Sanitary Supply Compar	ıy, İnc			INSURE					
	PO Box 370	•			INSURE					
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	La Follette			TN 37766	INSURE					
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H								MED EXP (Any one person)	\$ 5,00	
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(GEN'L AGGREGATE LIMIT APPLIES PER:					1		GENERAL AGGREGATE	_{\$} 2,00	0,000
13	POLICY PRO-							PRODUCTS - COMPIOP AGG	\$ 2,00	0,000
1	OTHER:								\$	
-	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
13	ANYAUTO							BODILY INJURY (Per person)	\$	
1	OWNED SCHEDULED AUTOS			BAP01054		11/01/2022	11/01/2023	BODILY INJURY (Per accident)	\$	
3	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
13	WIMBRELLA LIAB CCCUR							EACH OCCURRENCE	\$ 2,00	
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	CLINTON			TN 37716	1/1/	Hlew	かかか	911kom)		

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, committeeperson, 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 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 breeches, 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.



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 $\S 8-44-102(b)(1)(E)$ 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.

Deary Win_	8/29/2023
Contractor or Company Owner (signature)	Date
Ellison Sanitary Supply	
Contractor or Company Name (print)	



Attachment 6 Sample Contract for Services

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:	Anderson County Government Administrative Approval:
Signature Date	
	Robert J. Holbrook, Finance Director Date
_George Ellison	
Printed Name	Anderson County Department Head
December 1	Approval:
President Title	
	Date
Ellison Sanitary Supply	540
Name of Company	A
404 ** 1 .	Approved as to Form
106 Nevada Avenue	
Address	
LaFollette, TN 37766	Law Director Date
City, State Zip	

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) 457-6257 (Fax)

(865) 457-625	52 (Fax)
BID NUMBER 2403	CONTRACT NUMBER
BACKGROUND CHECKS Contractors shall comply with Pu Annotated Section 49-5-413, which requires all contractors to fa Tennessee Bureau of Investigation and the Federal Bureau of In employee to have contact with students or enter school grounds	recilitate a criminal history records check conducted by the vestigation for each employee prior to permitting the
Any person, corporation or other entity who enters or any employ or renews a contract with a local board of education or child car (1) Provide a fingerprint sample (2) Submit to a criminal history records check to be conduffederal Bureau of Investigations.	re program on or after September 1, 2007, must:
Contact the Anderson County School's Human Resources Depainstructions.	ertment at (865) 463-2800 ext. 2811 for fingerprint
Company or Individuals (Name)	Address
ELLISON SUPPLY Co. Jonathan	Cox 106 Nevala Ave
City, State, Zip Code	Telephone Number
Lafollette TN 37766	(427) 562-3312
Contractor License Number (If Applicable)	
I agree to abide by Public Chapter 587 of 2007, as codified in That I am authorized to sign. The undersigned further agrees if that I am authorized to sign. The undersigned further agrees if the Background Check Information on himself and all of his employement. I hereby agree to release all criminal hist Government, the Tennessee Bureau of Investigation and the Ferencessee law and I further certify that all information supplies to release and hold harmless the above-mentioned governments purposes mandated under Tennessee law. I further certify that all current employees and will obtain said information on future defined in this bid or contract, pursuant to Tennessee Code Ammine is prohibited from direct contact with school children for Section §§ 49-5-401 et seq.	chis bid or contract is accepted, to furnish any and all of the byees as required by law, at the request of Anderson cory and other required information to Anderson County oderal Bureau of Investigation in accordance with d by me regarding this inquiry is true and accurate. I agree all entities for the use of this information related to the I have obtained acceptable criminal history information on the employees associated with the performance of the work motated 49-5-413 and that neither I nor any employee of
Signature	Title
Printed Name: Jonathan Communication (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.

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

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



NASPO ValuePoint FMV Lease Agreement (Option C)

			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	
Bili-To: Address			
710 N MAIN ST, CLINTON, TN, 37716-3143, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Emall
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

Item	Business Solution Description
SP360ADDON	SendPro 360 Add-on
HS9E	SendPro Desktop Sendkit
STDSLA	Standard SLA-Equipment Service Agreement (for SendPro 360 Add-on)
SPMAILSTATION	SendPro Mailstation
DM1RKL	Return Kit for DM100/125 - Large
F90I	Basic Installation and Training
F9PG2	PowerGuard LE Service Package
HZ00	SendPro Mallstation with 5lb Scale
PTJ1	SendPro Online-PitneyShip
PTJ4	Multicarrier Sending App w HW or Meter
РТЈ8	SPO-PitneyShip Mailing included w HW
PTJN	Single User Access
PTJR	50 User Access with Hardware or Meter
РТКО	SendPro Mailstation Stamps 50 Users
	SP360ADDON HS9E STDSLA SPMAILSTATION DM1RKL F90I F9PG2 HZ00 PTJ1 PTJ4 PTJ8 PTJN PTJR



	STDSLA	Standard SLA-	Equipment Service Agreement (for SendPro	Mailstation)
our P	ayment Plan			
				/ \
COTTON DESIGNATION OF THE PERSON OF THE PERS	Term: 48 months er of Months	Initial Payment Amour Monthly Amount	nt: Billed Quarterly at*	() Tax Exempt Certificate Attached () Tax Exempt Certificate Not Required
48		\$ 63.53	\$ 190.59	(X) Purchase Power® transaction fees included
oes not i the equip	nclude any applicable sales, use, ornent listed above is replacing you	Or property taxes which will be billed separ Ur current meter, your current meter will be	rately. staken out of service once this lease commences.	() Purchase Power® transaction fees extra
our S	Signature Below			
	_	ne hound by your State's/Entitie	's/Cooperative's contract which is available	at http://www.pb.com/states and is incorporated by reference. The terms
ASPO	VALUEPOINT CTR058808; 7	79240		
	<u>VALUEPOINT CTR058808; 7</u> tilys Contract#	7 <u>9240</u>		
tate/En		79240	Pitney	Bowes Signature
tate/En	tity's Contract# Signature	79240	Pitney Print N	Bowes Signature
essee S	tity's Contract# Signature	79240		
essee S Print Nar	tity's Contract# Signature	79240	Print N	
essee S Print Nar itte	itiy's Contract# Signature	79240	Print N	
essee S Print Nar Title Date	itiy's Contract# Signature	79240	Print N	
State/En Lessee S Print Nar Fitte Date Email Ad	itiy's Contract# Signature me	79240	Print N	