

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

B. Contracts Pending Law Director Approval

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

C. Other Business

D. New Business

E. Old Business

Janitorial Supplies Contract

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Ellison Sanitary Supply** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **Janitorial Supplies** for the County Per **Bid #2402, Exhibit 1**.

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

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

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated per Bid #2402. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

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

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

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

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

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

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

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

Janitorial Supplies Contract

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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

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

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

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

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

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

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

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Janitorial Supplies Contract

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

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

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

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

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

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

Candie E Roberts 8/23/23
Signature Date

Candie E Roberts
Printed Name

Vice - President
Title

Ellison Sanitary Supply Co Inc
Name of Company

PO Box 370
Address

LaFollette, In 37766
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Approved as to Form Date

Approved as to Form

Law Director Date

Anderson County Government

Request for Bids

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

purchasing@andersoncountyttn.gov

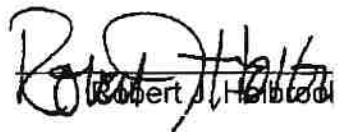
Bid No.: 2402

Date Issued: July 13, 2023

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

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

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



Robert J. Helms

r of Finance

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

Bid #2402 – Janitorial Supplies

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

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

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

	Description	Unit Size Requirements	Amount in each Case	Price Per Case	Price Per Unit (Column D divided by E)	Brand Name	Item Number
	Chemicals						
1	ALAX S/E	21 oz.		24 \$	33.38	Ajax	214278
2	Bathroom Cleaner RTU Acid Free	Quart		12 \$	28.99	Spartan	NABC
3	Bleach	Gallon		6 \$	24.50	Prime Source	
4	Bowl Cleaner	Quart		12 \$	26.65	Spartan	M95
5	Comet, Cleaner with Bleach Spray	Quart		12 \$	41.73	Spartan	RJ8
6	Degreaser Container, Tough Duty	Quart		12 \$	29.24	Ellison	Fastball
7	Dishwashing Liquid	Gallon		4 \$	24.61	Empress	PP28139
8	Disinfectant Concentrated	Gallon		4 \$	36.20	Wepak	
9	Disinfectant Pine Oil	Gallon		4 \$	36.26	Wepak	
10	Disinfectant, Hospital Spray	19 oz. Can		12 \$	33.77	Chase	
11	Dust Mop Treatment Oil 25% wax solid-oil based	Gallon		4 \$	39.90	Spartan	On & On
12	Floor Finish	Gallon		5 \$	83.87	Spartan	On base
13	Floor Sealer	Gallon		5 \$	75.11	Spartan	Rinse Free
14	Floor Stripper	Gallon		5 \$	63.54	Spartan	Shreen7
15	Floor Wax	Gallon		5 \$	75.88	Spartan	
16	Germicidal Spray & Wipe	20 oz. Can		12 \$	33.77	Chase	
17	Clean by Proxy	Gallon		4 \$	71.92	Spartan	Clean by peroxy
18	NABC Concentrate	2 Liters		2 \$	98.64	Spartan	COG NABC
19	HDQC Disinfectant Cleaner Concentrate	2 Liters		2 \$	46.98	Spartan	COG HDQC
20	Consume Eco-Lyzer	2 Liters		4 \$	19.98	Empress	COG Consume
21	Glass Cleaner	Gallon		12 \$	29.84	Ellison	PP28128
22	Glass Cleaner Spray Cans	19 oz. can		4 \$	19.98	Empress	
23	Glass and Smooth Surface Cleaner Concentrate	Gallon		1 \$	29.98	Empress	
24	Laundry Detergent Industrial Size	50 lb. pail		4 \$	55.72	Ellison Mop/shine	Mop Shine
25	Mop/Shine Disinfectant	Gallon		5 \$	62.52	Spartan	
26	Car Wash Cleaner	5 aallons		12 \$	35.90	Spartan	
27	Odor Eliminator	Quart		4 \$	42.63	Spartan	
28	Odor Killer	Gallon		4 \$	48.30	Spartan	
29	Shower Cleaner	Gallon		4 \$	48.30	Spartan	
30	Liquid Soap Dispenser w/wall mount	Each			#DIV/0!		
31	Soap, Liquid Hand for Dispensers-33.8 Fluid oz.	Gallon		4 \$	23.35	Ellison	Pink Lotion
32	Soap, Foaming for Dispensers	1 liter		6 \$	49.89	Deb	AU1LO
33	Soray Cleaner, Tough Duty	Quart		12 \$	29.21	Ellison	FastBall
34	Virex TB Germicidal Cleaner	32 oz.		12 \$	42.38	Virex/ Spartan	TB Quart
35	Stainless Steel Cleaner	17 oz		12 \$	34.18	Chase	Stainless Steel
36	Tire Dressing Gal. Container	Gallon		12 \$	26.65	Spartan	M95
37	Toilet Cleaner	Quart		12 \$	19.89	Hospeco	1901
38	Urinal Screens/Blocks	Box		12 \$	47.70	Spartan	Airlift
39	Air Freshener Spray Cans	Can/16 oz		12 \$	36.61	Chase	Value Scent
40	Air Fresheners - Time Dispensed Cans	Can		1 \$	24.62	Chase	#2000
41	Air Fresheners Dispenser	Each					
	Miscellaneous Items						

42	Buffing Pads - 20"	CS	5	\$	23.46	0.21312873	Prolink	Belge
43	Brooms, Janitorial - Straw	Each	1	\$	7.46	0.134048257	Prolink	Janitor
44	Brush, Auto	Each	1	\$	16.77	0.059630292	Better Brush	10" green
45	Carpet Rubber Mats, 3 x 6" 1/4" thick	Each	1	\$	39.25	0.025477707	Apache	
46	Dust Mop 3 X 24 snap-on	Each	1	\$	7.25	0.137931034	Better Brush	170124
47	Dust Mop 3 X 36 snap-on	Each	1	\$	8.90	0.112359551		170136
48	Dust Mop 3 X 48 snap-on	Each	1	\$	10.57	0.094607379	Carolina	9015
49	Dust Mop 3 X 72 snap-on	Each	1	\$	14.16	0.070621469		9017
50	Dust Mop Handle	Each	1	\$	9.50	0.105263158	Nextstep	96161
51	Blue Shop Towel /Wvoal X80I	Each	160	\$	37.91	4.22052229	KC	41041
52	Gloves, latex/vinyl	Box of 100	100	\$	2.32	43.10344828	Emerald	All sizes
53	Mop Bucket - with rinnger combo 12 quart	Each	1	\$	55.00	0.018181818	Impact	9y
54	Pads, Buffing Black - 20 inch	CS	5	\$	15.65	0.319488818	3m	20 black
55	Pads, Polishing White - 20 inch	CS	5	\$	15.65	0.319488818	3m	20 white
56	Pot Brushes	Each	1	\$	4.98	0.200803213	NextStep	96501
57	Spray Bottles, Generic with Nozzles	Each	1	\$	1.50	0.666666667	Better Brush	
58	Spray Buff	Gallon	4	\$	37.23	0.107440236	Prolink	Spraybuff
59	Stripping Pads - 17"	CS	5	\$	11.86	0.42158516	3m	17 black
60	14" x 20" Maroon Chemical Free Stripping Pads	CS	10	\$	77.62	0.128832775	3m	maroon
61	20" black stripping pad	CS	5	\$	15.65	0.319488818	3m	20 black
62	Tire Dressing Spray Cans	Quart				#DIV/0!		
63	Toilet Scrub Brushes	Each	1	\$	2.09	0.4784689	Next Step	96301
64	Wet Mop Handles, Wood 24 oz. Rayon	Each	1	\$	9.72	0.102880658		6508
65	Wet Mop Handles, Wood 32 oz. Rayon	Each	1	\$	9.72	0.102880658	6508	
66	Mop Handles, Fiberglass	Each	1	\$	11.27	0.088731145	Carolina	7240
67	Wet Mop Refills 24 oz. Rayon	Each	1	\$	7.23	0.138312586	Prolink	W6524
68	Wet Mop Refills 32 oz. Rayon	Each	1	\$	8.90	0.112359551		W6532
69	Household Broom	Each	1	\$	5.22	0.191570881	Prolink	
70	Car Wash Brush Handles	Each	1	\$	4.22	0.236966825	Nextstep	60" metal
71	4 gallon trash can with lid	Each				#DIV/0!		
72	4 gallon trash can without lid	Each	1	\$	8.52	0.117370892	Impact	7702
73	7 gallon trash can	Each				#DIV/0!		
74	10 gallon trash can	Each	1	\$	11.85	0.084388186	Impact	7703
75	13 gallon trash can	Each				#DIV/0!		
76	16 gallon trash can	Each	1	\$	19.18	0.052137643	Impact	7720
Paper & Plastic Items								
77	Cups 8 oz, Styrofoam	Box of 1000	1000	\$	34.80	28.73553218	Dart	818
78	Cups 16 oz, Styrofoam	Box of 1000	1000	\$	70.80	14.12429379	dart	1616
79	Paper Towel-center pull (for dispenser)	Box of 6 rolls	6	\$	23.98	0.250208507	Empress	410833
80	Dis penser Roll Towels 8" x 800'	Each/white	6	\$	49.96	0.120096077	Prolink	RR814
81	Paper Towels, continuous roll	Box of 6 rolls	6	\$	25.16	0.238473768	Marcal	ENMP
82	Paper Towels, White Multifold	Box of 4000	4000	\$	26.96	148.3679525	Marcal	5301
83	Paper Towels, Roll Kitchen Towels	Box of 30 rolls	30	\$	24.58	1.220504475	Resolute	585
Vendors are to add lines for each ply of Trash Can Liners they offer for each size								
84	Trash Can Liners, 55 gal	Box of 100	100	\$	18.28	5.470459519	IBS	WS13858
85	Trash Can Liners, 44 - 50 gal	Box of 250	250	\$	29.36	8.514986376	IBS	VALH4048
86	Trash Can Liners, Large 38" x 60", #17 mil	Box of 200	200	\$	27.60	7.246376812	IBS	VALH3858
87	Trash Can Liners, Small, 24" x 33"	Box of 1000	1000	\$	23.62	42.33700254	IBS	EC2433
88	Trash Can Liners, White, 31-33 gal	Box of 200	200	\$	15.95	12.53918495	IBS	WS13340

[illegible]

ELLISON SANITARY SUPPLY COMPANY, INC.

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



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

Attachment 1
BID NUMBER: 2402 – Janitorial Supplies

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Ellison Sanitary Supply _____
 Vendor Name
 106 Nevada Avenue _____
 Vendor Address
 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)

42	Buffing Pads - 20"	cs		5	\$	23.46	0.21312873	Prolink	Beige
43	Brooms, Janitorial - Straw	Each		1	\$	7.46	0.134048257	Prolink	Janitor
44	Brush, Auto	Each		1	\$	16.77	0.059630292	Better Brush	10" green
45	Carpet Rubber Mats. 3 x 6" 1/4" thick	Each		1	\$	39.25	0.025477707	Apache	
46	Dust Mop 3 X 24 snap-on	Each		1	\$	7.25	0.137931034	Better Brush	170124
47	Dust Mop 3 X 36 snap-on	Each		1	\$	8.90	0.112359551		170136
48	Dust Mop 3 X 48 snap-on	Each		1	\$	10.57	0.094607379	Carolina	9015
49	Dust Mop 3 X 72 snap-on	Each		1	\$	14.16	0.070621469		9017
50	Dust Mop Handle	Each		1	\$	9.50	0.105263158	Nextstep	96161
51	Blue Shop Towel /Wvoal X80l	Each		160	\$	37.91	4.22052229	KC	41041
52	Gloves, Latex/vinyl	Box of 100		100	\$	2.32	43.10344828	Emerald	All sizes
53	Mop Bucket - with ringer combo 12 quart	Each		1	\$	55.00	0.018181818	Impact	9y
54	Pads, Buffing Black - 20 inch	cs		5	\$	15.65	0.319488818	3m	20 black
55	Pads, Polishing White - 20 inch	cs		5	\$	15.65	0.319488818	3m	20 white
56	Pot Brushes	Each		1	\$	4.98	0.200803213	NextStep	96501
57	Spray Bottles, Generic with Nozzles	Each		1	\$	1.50	0.666666667	Better Brush	
58	Spray Buff	Gallon		4	\$	37.23	0.107440236	Prolink	Spraybuff
59	Stripping Pads - 17"	cs		5	\$	11.86	0.42158516	3m	17 black
60	14" x 20" Maroon Chemical Free Stripping Pads	cs		10	\$	77.62	0.128832775	3m	maroon
61	20" black stripping pad	cs		5	\$	15.65	0.319488818	3m	20 black
62	Tire Dressing Spray Cans	Quart					#DIV/0!		
63	Toilet Scrub Brushes	Each		1	\$	2.09	0.4784689	Next Step	96301
64	Wet Mop Handles. Wood 24 oz. Rayon	Each		1	\$	9.72	0.102880658		6508
65	Wet Mop Handles. Wood 32 oz. Rayon	Each		1	\$	9.72	0.102880658	6508	
66	Mop Handles, Fiberglass	Each		1	\$	11.27	0.088731145	Carolina	7240
67	Wet Mop Refills 24 oz. Rayon	Each		1	\$	7.23	0.138312586	Prolink	W6524
68	Wet Mop Refills 32 oz. Rayon	Each		1	\$	8.90	0.112359551		W6532
69	Household Broom	Each		1	\$	5.22	0.191570881	Prolink	
70	Car Wash Brush Handles	Each		1	\$	4.22	0.236966825	Nextstep	60" metal
71	4 gallon trash can with lid	Each					#DIV/0!		
72	4 gallon trash can without lid	Each		1	\$	8.52	0.117370892	Impact	7702
73	7 gallon trash can	Each					#DIV/0!		
74	10 gallon trash can	Each		1	\$	11.85	0.084388186	Impact	7703
75	13 gallon trash can	Each					#DIV/0!		
76	16 gallon trash can	Each		1	\$	19.18	0.052137643	Impact	7720
Paper & Plastic Items									
77	Cups 8 oz. Styrofoam	Box of 1000		1000	\$	34.80	28.73563218	Dart	818
78	Cups 16 oz. Styrofoam	Box of 1000		1000	\$	70.80	14.12429379	dart	1616
79	Paper Towel-center pull (for dispenser)	Box of 6 rolls		6	\$	23.98	0.250208507	Empress	410823
80	Dispenser Roll Towels 8" x 800'	Each/white		6	\$	49.96	0.120096077	Prolink	RH814
81	Paper Towels. continuous roll	Box of 6 rolls		6	\$	25.16	0.238473768	Marcal	ENRP
82	Paper Towels, White Multifold	Box of 4000		4000	\$	26.96	148.3679525	Marcal	5301
83	Paper Towels, Roll Kitchen Towels	Box of 30 rolls		30	\$	24.58	1.220504475	Resolute	585
Vendors are to add lines for each ply of Trash Can Liners they offer for each size									
84	Trash Can Liners, 55 gal	Box of 100		100	\$	18.28	5.470459519	IBS	WSL3858
85	Trash Can Liners, 44 - 50 gal	Box of 250		250	\$	29.36	8.514986376	IBS	VALH4048
86	Trash Can Liners, Large 38" x 60", #17 mic	Box of 200		200	\$	27.60	7.246376812	IBS	VALH3858
87	Trash Can Liners, Small, 24"x 33"	Box of 1000		1000	\$	23.62	42.33700254	IBS	EC2493
88	Trash Can Liners, White, 31-33 gal	Box of 200		200	\$	15.95	12.53918495	IBS	WSL3340

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

ELLISON SANITARY SUPPLY COMPANY, INC.

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



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

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion AffidavitSTATE OF TennesseeCOUNTY OF Campbell

I state that I am (Title) Vice-President of (Name of My Firm) Ellison Sanitary Supply and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Ellison Sanitary Supply, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Ellison Sanitary Supply understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Angie E. Roberts
Representative's Signature
Sworn to and subscribed before me this 1st day of August, 2023
Angie E. Roberts
Notary Public

Vice President
Title

My commission expires: 3/23/25

Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

Attachment 3

DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Ellison Sanitary Supply

Type of Company: (Check One)

(☒) Corporation (☐) Partnership (☐) Limited Liability (☐) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ☐ No ☐

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
☐ African American ____%
☐ Hispanic ____%
☐ Asian/Pacific Islander ____%
☐ Other ____% (please indicate)

Please name the entity of certification: Ellison Sanitary Supply

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: Candie E. Roberts **OFFICER OF THE COMPANY**

Name: Candie E. Roberts **Title:** Vice-President

NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF Campbell

ON 1st August, 20 23, BEFORE ME, Angie Potet

PERSONALLY APPEARED Candie E. Roberts, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Angie Potet

PRINTED FULL NAME OF NOTARY: Angie Potet

MY COMMISSION EXPIRES: 3/23/25

September 2023 Purchasing Committee





CERTIFICATE OF LIABILITY INSURANCE

24-0029 Ex 101 DATE (MM/DD/YYYY)
08/01/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER:** CL235900109 **REVISION NUMBER:**

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

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

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

WORKERS COMPENSATION EXCLUSION - GEORGE ELLISON & CANDIE ROBERTS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Molly Starbird

© 1988-2015 ACORD CORPORATION. All rights 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 must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

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

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

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Ellison Sanitary Supply

Vendor Name

George Ellison

Bid Representative Name (Please Print)


Authorized Signature

8-02-23

Date

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

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

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

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

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

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

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

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

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

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

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

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

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

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

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

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

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

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

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

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


 Contractor or Company Owner (signature)

8/02/23

Date

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

XX-XXXX

Attachment 6 Sample Contract for Goods

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

Contractor Services. Contractor agrees to provide _____ for the County Per _____.

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

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

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

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

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

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

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

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

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

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

XX-XXXX

Attachment 6

Sample Contract for Goods

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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

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

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

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

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

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

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

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

XX-XXXX

Attachment 6 Sample Contract for Goods

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

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

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

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


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

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:


 Signature _____ Date _____

George Ellison

Printed Name

President

Title

Ellison Sanitary Supply

Name of Company

106 Nevada Avenue Lafollette, TN
 Address _____ 37766

City, State Zip

Anderson County Government
 Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
 Approval:

Date

Approved as to Form

XX-XXXX

Law Director

Attachment 6
Sample Contract for Goods
Date

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

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

BID NUMBER**CONTRACT NUMBER**

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

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

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

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

Company or Individuals (Name)

Ellison Sanitary Supply

Address

106 Nevada Avenue

City, State, Zip Code

LaFollette, TN 37766

Telephone Number

(423) 562-3312

Contractor License Number (If Applicable)

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

Signature



Title President

Printed Name: George Ellison

(Please Print Clearly)

Date 8/02/2023

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

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

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

Email: purchasing@andersoncountyttn.gov

Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone

(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

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

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

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

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

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

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

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

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

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

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

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

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

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

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

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

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

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

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

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

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

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

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

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

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

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

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

Janitorial Supplies Contract

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **Norvex Supply** (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide **Janitorial Supplies** for the County Per Bid #2402, Exhibit 1.

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

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

Contractor Compensation. Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated per Bid #2402. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

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

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

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

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

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

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

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

Janitorial Supplies Contract

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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

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

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

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

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

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

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

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Janitorial Supplies Contract

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

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

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

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

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

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

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

Martin K. Norvell
Printed Name

Chief Operating Officer
Title

Norvex Supply
Name of Company

1807 Goodwin St.
Address

Corbin, KY 40701
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Approved as to Form

Jay Geagan
Law Director

08/31/23
Date

Anderson County Government

Request for Bids

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

purchasing@andersoncountyttn.gov

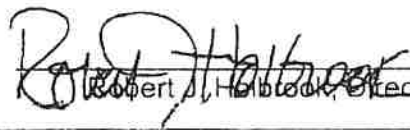
Bid No.: 2402

Date Issued: July 13, 2023

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

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

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



Robert J. Holbrook, Director of Finance

BID DESCRIPTION

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

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

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	12-0030
2	Bathroom Cleaner RTU Acid Free	Quart	12	\$24.24	0.495049505	Solutions	12-0080
3	Bleach	Gallon	6	\$18.96	0.316455696	KIK Bleach	39-0205
4	Bowl Cleaner	Quart	12	\$30.48	0.393700787	Bowl Clinger	54-0260
5	Comet, Cleaner with Bleach Spray	Quart	8	\$61.92	0.129198966	Comet	12-0720
6	Degreaser Container, Tough Duty	Quart	12	\$27.36	0.438596491	Right Force	12-0560
7	Dishwashing Liquid	Gallon	4	\$20.80	0.192307692	Pink N Sink	66-2010
8	Disinfectant Concentrated	Gallon	4	\$29.40	0.136054422	Fresh D	18-0201
9	Disinfectant Pine Oil	Gallon	4	\$37.60	0.106382979	Pine D	18-0301
10	Disinfectant, Hospital Spray	12 oz. Can	12	\$29.20	0.410958904	Chase	18-1000
11	Dust Mop Treatment Oil 25% wax solid-oil based	Gallon	4	\$49.36	0.081037277	Dust Magnet	24-0010
12	Floor Finish	Gallon	5	\$68.44	0.073056692	ABC	30-0325
13	Floor Sealer	Gallon	5	\$63.12	0.079214195	ABC	30-1705
14	Floor Stripper	Gallon	5	\$69.36	0.072087659	ABC	30-0455
15	Floor Wax	Gallon	5	\$68.44	0.073056692	ABC	30-0345
16	Germicidal Spray & Wipe	20 oz. Can	12	\$29.20	0.410958904	Chase	12-1045
17	Clean by Proxy	Gallon	4	\$39.40	0.101522843	Oxy Solve	12-1550
18	NABC Concentrate	2 Liters	4	\$74.32	0.053821313	ChemWorx	18-0280
19	HDQC Disinfectant Cleaner Concentrate	2 Liters	4	\$98.32	0.040683483	ChemWorx	18-0256
20	Consume Eco-Lyzer	2 Liters	4	\$86.82	0.046072334	ChemWorx	30-5400
21	Glass Cleaner	Gallon	4	\$24.96	0.16025641	Kleer View	12-1201
22	Glass Cleaner Spray Cans	12 oz. can	12	\$26.88	0.446428571	Chase	12-1222
23	Glass and Smooth Surface Cleaner Concentrate	Gallon	4	\$62.16	0.064350064	ABC	12-1226
24	Laundry Detergent Industrial Size	50 lb.	1	\$29.87	0.033478406	TheoChem	39-3540
25	Mop/Shine Disinfectant	Gallon	4	\$34.56	0.115740741	Solutions	18-0160
26	Car Wash Cleaner	5 gallons	1	\$45.70	0.021881838	Wash n Wax	00-0172
27	Odor Eliminator	Quart	12	\$37.08	0.323624595	Solutions	SP2200
28	Odor Killer	Gallon	4	\$69.36	0.057670127	Solutions	15-0620
29	Shower Cleaner	Gallon	4	\$29.92	0.13368984	Solutions	SP1866
30	Liquid Soap Dispenser w/wall mount	Each	1	\$0.00	#DIV/0!	Luxury	21-0552
31	Soap, Liquid Hand for Dispensers-33 & Fluid oz.	Gallon	4	\$20.64	0.19379845	Luxury	66-4780
32	Soap, Foaming for Dispensers	Gallon	4	\$44.60	0.089686099	Kutol	66-3611
33	Soray Cleaner, Tough Duty	Quart	12	\$29.94	0.400801603	Solutions	12-1610
34	Virex TB Germicidal Cleaner	32 oz.	6	\$18.60	0.322580645	Complete TBX	18-2000
35	Stainless Steel Cleaner	12 oz.	12	\$31.36	0.382653061	Chase	12-1722
36	Tire Dressing Gal. Container	Gallon	4	\$89.12	0.044883303	Solutions	00-0020
37	Toilet Cleaner	Quart	12	\$29.64	0.4048583	Solutions	12-0080
38	Urinal Screens/Blocks	Box	12	\$29.85	0.401875419	U Screen	15-1800
39	Air Freshener Spray Cans	Can	12	\$30.48	0.393700787	Chase	15-0210
40	Air Fresheners - Time Dispensed Cans	Can	12	\$45.60	0.263157895	Fresh	15-0310

41	Air Fresheners Dispenser	Each	1	\$17.89	0.055897149	Fresh	21 0510
Miscellaneous Items							
42	Buffing Pads - 20"	Each	5	\$18.95	0.263852243	NVX	30-9203
43	Brooms, Janitorial - Straw	Each	1	\$9.94	0.100603622	Paragon	30-0200
44	Brush, Auto	Each	1	\$13.92	0.07183908	Paragon	03-3410
45	Carpet Rubber Mats, 3 x 6" 1/4" thick	Each	1	\$39.87	0.025081515	Wearwell	63-3135
46	Dust Mop 3 X 24 snap-on	Each	1	\$6.40	0.15625	Paragon	24-0700
47	Dust Mop 3 X 36 snap-on	Each	1	\$8.38	0.119331742	Paragon	24-0900
48	Dust Mop 3 X 48 snap-on	Each	1	\$10.22	0.097847358	Paragon	24-1004
49	Dust Mop 3 X 72 snap-on	Each	1	\$16.94	0.059031877	Paragon	24-1410
50	Dust Mop Handle	Each	1	\$8.20	0.12195122	Paragon	33-1500
51	Blue Shop Towel /Wvoal X80l	Each	1	\$18.82	0.053134963	Task	51-3500
52	Gloves, Latex	Box of 100	10	\$45.80	0.218340611	Safety Zone	45-1580
53	Mop Bucket - with ringer combo 12 quart	Each	1	\$64.45	0.015515904	Paragon	27-2126
54	Pads, Buffing Black - 20 inch	Each	5	\$18.95	0.263852243	NVX	30-9202
55	Pads, Polishing White - 20 inch	Each	5	\$18.95	0.263852243	NVX	30-9203
56	Pot Brushes	Each	1	\$5.75	0.173913043	Paragon	03-3570
57	Spray Bottles, Generic with Nozzles	Each	1	\$0.55	1.818181818	Tolco	45-7040
58	Spray Buff	Gallon	4	\$35.40	0.11299435	Tolco	30-2161
59	Stripping Pads - 17"	Each	5	\$13.95	0.358422939	NVX	30-9171
60	14" x 20" Maroon Chemical Free Stripping Pads	Each	10	\$64.85	0.154202005	NVX	30-9530
61	20" black stripping pad	Each	5	\$18.95	0.263852243	NVX	30-9201
62	Tire Dressing Spray Cans	Quart	12	\$109.92	0.109170306	Chase	00-0300
63	Toilet Scrub Brushes	Each	1	\$12.36	0.080906149	Paragon	03-3343
64	Wet Mop Handles. Wood 24 oz. Rayon	Each	1	\$8.88	0.112612613	Paragon	33-1000
65	Wet Mop Handles. Wood 32 oz. Rayon	Each	1	\$8.88	0.112612613	Paragon	33-1000
66	Mop Handles, Fiberglass	Each	1	\$14.75	0.06779661	Paragon	33-1015
67	Wet Mop Refills 24 oz. Rayon	Each	1	\$5.10	0.196078431	Paragon	48-2724
68	Wet Mop Refills 32 oz. Rayon	Each	1	\$7.40	0.135135135	Paragon	48-2732
69	Household Broom	Each	1	\$5.94	0.168350168	Paragon	30-0030
70	Car Wash Brush Handles	Each	1	\$3.99	0.250626566	Paragon	03-3570
71	4 gallon trash can with lid	Each	1	\$21.16	0.047258979	Gator	60-7010
72	4 gallon trash can without lid	Each	1	\$5.22	0.191570881	Gator	60-7000
73	7 gallon trash can	Each	1	\$7.99	0.125156446	Gator	60-7005
74	10 gallon trash can	Each	1	\$10.24	0.09765625	Gator	60-7028
75	13 gallon trash can	Each	1	\$12.92	0.077399381	Gator	60-7052
76	16 gallon trash can	Each	1	\$39.99	0.025006252	Gator	60-7064
Paper & Plastic Items							
77	Cups 8 oz. Styrofoam	Box of 1000	1000	\$35.42	28.23263693	Dart	51-0508
78	Cups 16 oz. Styrofoam	Box of 1000	1000	\$11.14	14.05678943	Dart	51-0516
79	Paper Towel-center pull (for dispenser)	Box of 6 rolls	6	\$26.24	0.228658537	Morcon	51-0001
80	Dispenser Roll Towels 8" x 800'	Each	6	\$23.45	0.255863539	Morcon	51-1833
81	Paper Towels, continuous roll	Box of 6 rolls	6	\$29.46	0.203665988	Morcon	60-1822
82	Paper Towels, White Multifold	Box of 4000	4000	\$24.92	160.5136437	Morcon	51-1585
83	Paper Towels, Roll Kitchen Towels	Box of 30 rolls	30	\$75.15	1.192842942	Morcon	51-1360

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

Attachment 1
BID NUMBER: 2402 – Janitorial Supplies

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Norvex Supply
 Vendor Name

1807 Goodwin St.
 Vendor Address

Corbin
 City

KY 40701
 State Zip

Telephone Number 1-800-660-8210

John Blankenship
 Contact Person (Please Print)

office@norvex.net
 E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

610733038

State of Tennessee Business License Number
 License # _____

I agree to abide by all Terms and Conditions of this
 Invitation to Bid and certify that I am authorized to sign
 this bid for the vendor. Failure to include any
 information mentioned in the bid or to comply with
 these bid instructions may result in rejection of your
 entire bid. Signing this form affirms that the original
 Invitation for Bid document has not been altered in any
 way.

Authorizing Signature:

[Signature]
 (Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion AffidavitSTATE OF TNCOUNTY OF Campbell

I state that I am (Title) DBL of (Name of My Firm) Novus Corp. and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Novus Corp., its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Novus Corp. 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.

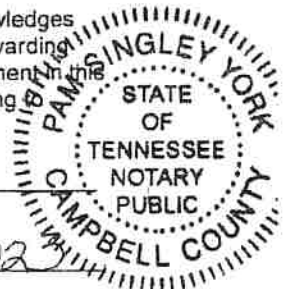
DBL
Representative's Signature

Reg. Sales Rep.
Title

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

Pam Bingley York
Notary Public

My commission expires 03/07/2027



Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

Attachment 3

DIVERSITY BUSINESS INFORMATION **ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 - DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Norvex Supply

Type of Company: [Check One]

☒ Corporation ☐ Partnership ☐ Limited Liability ☐ Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ☒ No ☐

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
☐ African American ____%
☐ Hispanic ____%
☐ Asian/Pacific Islander ____%
☒ Other 51% Woman-owned (please indicate)

Please name the entity of certification: Commonwealth of KY

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: [Signature] **OFFICER OF THE COMPANY**

Name: John Blankenship Jr. **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Campbell

ON July 31, 2023, BEFORE ME Pam Singley York

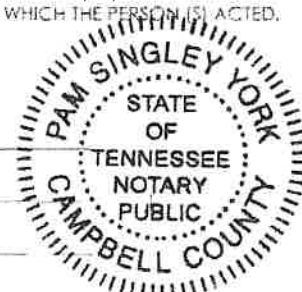
PERSONALLY APPEARED John Blankenship, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Pam Singley York

PRINTED FULL NAME OF NOTARY: Pam Singley York

MY COMMISSION EXPIRES: 03/07/2027



**Attachment 4
Insurance Requirement Acknowledgment**

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

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

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

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Norvex Supply
Vendor Name

John Blackledge
Bid Representative Name (Please Print)

[Signature]
Authorized Signature

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, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

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

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

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

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

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

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

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

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

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

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

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

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


Contractor or Company Owner (signature)

8-2-23
Date

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

XX-XXXX

Attachment 6
Sample Contract for Goods

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

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

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

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

Term. The term of this agreement shall begin on Aug 2023 and shall end on Aug 2024 with renewal option of 5 terms if agreed upon by both parties.

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

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

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

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

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

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

XX-XXXX

Attachment 6
Sample Contract for Goods

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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

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

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

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

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

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

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

Insurance Requirement. Contractors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Contractor and to the County while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

XX-XXXX

Attachment 6
Sample Contract for Goods

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

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

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

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

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

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:

Signature

Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

XX-XXXX

Attachment 6
Sample Contract for Goods
Date

Law Director

Attachment 7

Rev. December 6, 2007

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

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

BID NUMBER Bid 2402

CONTRACT NUMBER

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

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

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

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

Company or Individuals (Name)

Address

Norvex Supply1807 Gwynn St.

City, State, Zip Code

Telephone Number

Corbin, KY 40701(800) 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

Printed Name:

John Blankenship

Date

08-02-23

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

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

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

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

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

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

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

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

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

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

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

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

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

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

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

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

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

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

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

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

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

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

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

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

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

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid.

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

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

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

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

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

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

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: **Bid #2403**. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

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

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

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

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

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

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

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

Gym Floor Maintenance Contract

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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

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

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

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

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

Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

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

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

Gym Floor Maintenance Contract

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

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

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Signature _____ Date _____

Printed Name _____

Title _____

Name of Company _____

Address _____

City, State Zip _____

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director _____ Date _____

Anderson County Department Head
Approval:

_____ Date _____

Approved as to Form

Law Director _____ Date _____

Anderson County Government

ORIGINAL

Request for Bids

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

purchasing@andersoncountyttn.gov

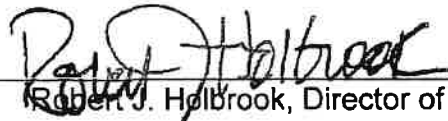
Bid No.: 2403

Date Issued: August 8, 2023

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

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

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


Robert J. Holbrook, Director of Finance

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

Attachment 1
BID NUMBER: 2403 – Gym Floor Maintenance

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Ellison Sanitary Supply
 Vendor Name

106 Nevada Avenue

Vendor Address

LaFollette

City

Tennessee

37766

State

Zip

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:

62-0758236

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)

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion AffidavitSTATE OF TennesseeCOUNTY OF Campbell

I state that I am (Title) Jonathan Co of (Name of My Firm) Ellison Supply Co and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Ellison Supply Co, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) Ellison Supply Co understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

[Signature]
Representative's Signature

COO

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

[Signature]
Notary Public

My commission expires: 3/23/25

September 2023 Purchasing Committee



Attachment 3

DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Ellison Sanitary Supply

Type of Company: (Check One)

(☒) Corporation (☐) Partnership (☐) Limited Liability (☐) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ☐ No ☒

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ____%
☐ African American ____%
☐ Hispanic ____%
☐ Asian/Pacific Islander ____%
☐ Other ____% (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: [Signature] **OFFICER OF THE COMPANY**

Name: Jonathan Cox **Title:** COO

NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF Campbell

ON August 29, 2023, BEFORE ME, Angie Potet

PERSONALLY APPEARED Jonathan Cox, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: [Signature]

PRINTED FULL NAME OF NOTARY: Angie Potet

MY COMMISSION EXPIRES: 3/23/25

September 2023 Purchasing Committee



Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- 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 must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

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

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

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Ellison Sanitary Supply

Vendor Name

Jonathan Cox

Bid Representative Name (Please Print)



Authorized Signature

8/29/23

Date



CERTIFICATE OF LIABILITY INSURANCE

24-0034 EXHIBIT A
DATE (MM/DD/YYYY)
08/01/2023

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

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

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


COVERAGES **CERTIFICATE NUMBER:** CL235900109 **REVISION NUMBER:**

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

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

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

WORKERS COMPENSATION EXCLUSION - GEORGE ELLISON & CANDIE ROBERTS

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

**Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

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

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

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

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

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

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

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

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

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

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

XX-XXXX

Attachment 6 Sample Contract for Services

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

Contractor Services. Contractor agrees to provide _____ per **Bid #XXXX, Exhibit 1**

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

Purchase Order. A Purchase Order must in place before services are rendered.

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

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

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

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

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

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

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

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

XX-XXXX

Attachment 6

Sample Contract for Services

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

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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

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

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

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

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

Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

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

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

Attachment 5
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

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

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

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

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

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

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

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

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



Contractor or Company Owner (signature)

8/29/2023

Date

Ellison Sanitary Supply

Contractor or Company Name (print)

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

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

BID NUMBER 2403

CONTRACT NUMBER _____

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

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

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

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

Company or Individuals (Name)

ELLISON Supply Co. / Jonathan Cox

Address

106 Nevada Ave

City, State, Zip Code

Lafayette TN 37766

Telephone Number

(423) 562-3312

Contractor License Number (If Applicable)

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

Signature

[Signature]Title COO

Printed Name:

Jonathan Cox

Date

08, 29, 2023

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

Bid #2403
Gym Floors Maintenance

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

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

Bill-To: Address

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

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Phyllis Goodman

(865) 425-8709

0012007177

phyllis.goodman@tn.gov

Ship-To: Address

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

Ship-To: Contact Name**Ship-To: Contact Phone #****Ship-To: Account #**

Phyllis Goodman

(865) 425-8709

0012007177

PO #

Your Business Needs

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

24-0036

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

Your Payment Plan

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

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

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

Your Signature Below

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

NASPO VALUEPOINT CTR058808; 79240

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Scottie Domenico

scottie.domenico@pb.com

Account Rep Name

Email Address

PBGFS Acceptance