

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
June 10, 2024
4:30 p.m.
Room 312 of the Courthouse**

Members: Phil Yager (Committee Chair), Denise Palmer (Co-Chair), Tyler Mayes, Aaron Wells and Steve Verran.

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Appearance of Citizens**
- 4. Contracts Approved by Law Director**
 - A. Lively Reflective Concrete, School Maintenance, Contract #24-0138 – Five-year contract for concrete floor finishing. Pricing from competitive bid.**
 - B. Industrial Refrigeration, School Nutrition, Contract #24-0139 – Three-year contract for refrigeration services. Pricing from competitive bid.**
 - C. Hershey's Ice Cream, School Nutrition, Contract #24-0140 – Three-year contract for ice cream. Pricing from competitive bid.**
 - D. Ken Smith Auto Parts, Fleet Services, Contract #24-0142 – Five-year contract for aftermarket auto parts. Pricing from competitive bid.**
 - E. Fisher Auto Parts, Fleet Services, Contract #24-0144 – Five-year contract for aftermarket auto parts. Pricing from competitive bid.**
 - F. NAPA Auto Parts, Fleet Services, Contract #24-0145 – Five-year contract for aftermarket auto parts. Pricing from competitive bid.**
 - G. DRMS, Register of Deeds, Contract #24-0148 – Two-year contract with renewal options for software lease. Pricing from competitive RFP.**
 - H. NuCycle, County Clerk, Contract #24-0151 – Five-year printer lease contract for \$78.66 per month.**

5. Contracts Pending Law Director Approval

- A. State of Tennessee, Office of Criminal Justice Programs, Mayor, Contract #23-0124 – Amendment to the three-year grant for a domestic violence court coordinator. Grant is \$67,000 per year to include salary and benefits. Replaces amendment that was approved in last month's meeting.
- B. O'Reilly Automotive Store, Fleet Services, Contract #24-0143 – Five-year contract for Aftermarket auto parts. Pricing from competitive bid.
- C. Canon, Register of Deeds, Contract #24-0152 – Five-year lease of a plotter for \$170.28 per month. Pricing from OMNIA Partners contract based on competitive bid.
- D. Ray Varner Ford, Fleet Services, Contract #24-0153 – Five-year contract for OEM auto parts. Pricing from competitive bid.
- E. Ken Smith Auto Parts, Fleet Services, Contract #24-0154 – Five-year contract for OEM auto parts. Pricing from competitive bid.

6. Unfinished Business

- A. **Resolution to sell 2015 F-250 to Hardeman County for \$15,000.**
Vehicle was declared surplus at last month's meeting. Hardeman County contacted the Sheriff's office after seeing the auction on govdeals.

B. Surplus Capital Assets Sales – Information Only

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2006 Crown Victoria	Sheriff	Working, starts with a boost	\$200	\$1225

7. New Business

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Lively Reflective Concrete (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 Concrete Floor Finishing per **Bld #2440, 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: Bld #2440, Exhibit 1. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be July 1, 2024 through June 30, 2029.

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.

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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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.

Vendor:

Tommy Lively 5/22/2024
Signature Date

Tommy Lively
Printed Name

Owner
Title

Lively Reflective Concrete Inc.
Name of Company

244 Upper Clear Creek Road
Address

Andersonville, TN 37705
City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

D. Z. Pano 5/17/2024
Date

Approved as to Form

Jay Yeager 5/14/24
Law Director Date
by RSW

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

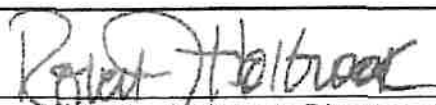
Bid #2440

Date issued: April 17, 2024

Bids will be received until
2:30 p.m. Eastern Time on May 7, 2024

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 Concrete Floor Finishing for the School Maintenance Department. Bidders are to provide one original and one copy.

Bids must be in sealed envelopes with the Bid # clearly labeled.

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

Bid #2440– Concrete Floor Grinding and Finishing

Anderson County is accepting bids for concrete floor grinding and finishing for all School locations. Pricing shall include the disposal of all discarded materials and debris. All work will be coordinated with the Anderson County Schools Maintenance Department.

The County anticipates issuing a five-year contract.

Specification	Cost per square foot for jobs up to 1000 sq ft	Cost Per Square Foot for jobs over 1000 sq ft
Grind and polish new construction	1.50	1.40
Grind and polish rehabilitated floors	2.20	2.10
Dye application	.50	.50
Removal of non-asbestos vinyl floor tile	.80	.80
Joint and crack filling	1.50	1.50
Hand tooling	1.00	1.00
Border striping	.50	.50
Supply and Apply Epoxy Coating	3.70	3.30
Supply and Apply Epoxy flake	.80	.80

Vendor Name: Lively Reflective Concrete Inc.

Attachment 1
BID NUMBER: 2440 – Concrete Floor Finishing

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Lively Reflective Concrete Inc

Vendor Name

244 Upper Clear Creek Road

Vendor Address

Andersonville

City

TN

37705

State

Zip

Telephone Number 865-803-9993

Tommy Lively

Lead Contact Person (Please Print)

livelyfloors@gmail.com

E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

84-5058900

State of Tennessee Business License Number:
 License # 77118

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:

Tommy Lively

(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 Anderson

I state that I am (Title) Owner/Director of (Name of My Firm) Lively Reflective Concrete Inc. 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) Lively Reflective Concrete Inc., 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) Lively Reflective Concrete Inc. 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.

Tommy Lay
Representative's Signature

Owner/Director

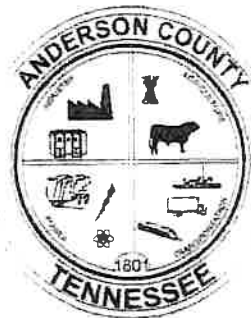
Title

Sworn to and subscribed before me this 6 day of May

Adrian G. Armstrong
Notary Public

My commission expires: 06/28/2025My Comm. Expires
06/28/2025

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 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: Lively Reflective Concrete Inc.

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: Tommy Lively OFFICER OF THE COMPANY

Name: Tommy Lively Title: Owner/Director

NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF Anderson

ON 6 May, 2024, BEFORE ME, Adriana G. Armstrong

PERSONALLY APPEARED Tommy Lively, 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: Adriana G. Armstrong

PRINTED FULL NAME OF NOTARY: Adriana G. Armstrong

MY COMMISSION EXPIRES: 06/28/2025



My Comm. Expires
Jun 28, 2025

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.**

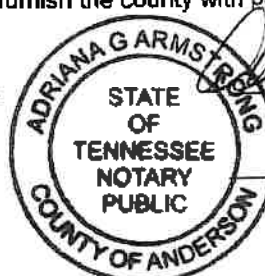
Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII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

Lively Reflective Concrete Inc.
Vendor Name

Tommy Lively
Bid Representative Name (Please Print)



Adriana G. Armstrong
Authorized Signature

5-6-2024
Date

My Comm. Expires
Jun 28, 2025

**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)

5-6-2024
 Date

Lively Reflective Concrete Inc. Tommy Lively
 Contractor or Company Name (print)

Attachment 6

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 #2440**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

Lively Reflective Concrete Inc.

244 Upper Clear Creek Road

City, State, Zip Code

Telephone Number

Andersonville, TN 37705

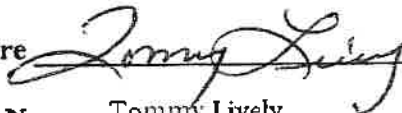
(865) 803-9993

Contractor License Number (If Applicable)

77118

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 Owner/Director

Printed Name: Tommy Lively

Date

5-6-2024

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

XX-XXXX

Attachment 7 – 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

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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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.

XX-XXXX

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.

Parent:

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

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

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

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

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

Email: purchasing@andersoncountyttn.gov

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2024

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 Capital Risk Management Group, LLC PO Box 18439 Knoxville, TN. 37918	CONTACT NAME: Wes Needham	FAX (A/C, No): 865-246-2957	
	PHONE (A/C, No, Ext): 865-246-2960	E-MAIL ADDRESS: wes@kigtn.com	
INSURED Lively Reflective Concrete Inc. 244 Upper Clear Creek Rd Andersonville, TN 37705	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ohio Security Ins Co		024082
	INSURER B: Owners Insurance Company		18988
	INSURER C: NCCI		
	INSURER D:		
	INSURER E:		
INSURER F:			

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


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 <input type="checkbox"/> OTHER	Y	BLS58148285	07/12/2023	07/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		53-532818-00	09/13/2023	09/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	OCCUR Y CLAIMS-MADE	TBA	05/10/2024	05/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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 N/A	TBA	05/10/2024	05/10/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Scheduled Equipment		03532818	03/11/2024	07/12/2025	

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

The Certificate Holder is listed as an Additional Insured in regards to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Anderson County Government 100 N Main Street Clinton, TN. 37716	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Industrial Refrigeration (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 Refrigeration Services per **Bid #2438, 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 #2438**. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be from July 1, 2024 through June 30, 2027.

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.

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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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.

Vendor:

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:

D. Z. Gause 5/17/24
Date

Approved as to Form

Sally Yeager 5/14/24
Law Director Date
by BSW

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 #2438

Date Issued: April 12, 2024

**Bids will be received until
2:30 p.m. Eastern Time on May 3, 2024**

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 Refrigeration Repair Services for the School Nutrition Program. Bidders are to provide one original and one copy.</p> <p>Bids must be in sealed envelopes with the Bid # clearly labeled.</p> <p>Questions are to be emailed to purchasing@andersoncountyttn.gov and kleehammer@andersoncountyttn.gov.</p>

ANDERSON COUNTY SCHOOL NUTRITION PROGRAM**CLINTON, TN 37716****REPAIR AND PREVENTIVE MAINTENANCE WORK FOR SCHOOL NUTRITION REFRIGERATION****GENERAL**

Attached are instructions and conditions for submitting a bid for repair and preventative maintenance of Anderson County School Nutrition refrigeration units. These units would predominantly be walk-in coolers and freezers, but may occasionally be smaller refrigeration units. The bid asks for labor rate quotes on labor for regular hours and also for after-hours, nights, weekends, and holidays. The Anderson County Schools Maintenance department will also service units at times, especially during normal 7am-3 pm weekday business hours. Bidder must be willing to share duties and communicate with the maintenance personnel. Much of the repair work will be done on an emergency basis. Also, schools may close at 2 pm when school is not in session, so some repair jobs during non-school days might have to cease at that time.

Travel mileage, trip charges, and truck charges are not allowed. Travel time to and from job, round trip, would be allowed at 1 hour and 30 minutes maximum, and would be part of the labor rate per hour on the bid. Example: 1 hour travel, plus 3.5 hours on job=4.5 hours at labor rate bid.

Parts for the repairs shall be purchased by the bidder and marked up to the percentage indicated on bid. Parts will be invoiced to and paid for by the school district after services are rendered and parts are installed and in working order. A receipt or price paid for the part by the vendor must accompany the invoice for payment.

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PERIOD

This bid is for 07/01/2024 - 06/30/2027, a three year bid.

AWARD

Price per hour is 80% of the determining factor for awarding the bid. Parts markup is 20% of the determining factor for awarding the bid.

Anderson County Purchasing Agent reserves the right to accept or reject any or all bids. The SNP director will tabulate the bid, recommend the winning bidder to the county purchasing agent, and the county purchasing agent will notify the bidders. The Anderson County School Board will approve the recommendation and the county attorney will sign the contract after receiving county commission approval. The purchase of products or services should commence after all this has been accomplished. Anderson County Purchasing will add their obligatory bid language. In the case of contradictory terms, the most stringent will apply.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable service 7 days a week
- Meet specifications and bid conditions. Demonstrate successful past performance
- Minimum 3 (three) years experience supplying similar products/commodities and services for institutional/commercial refrigeration establishments.

BID SUBMISSION ADDITIONAL REQUIREMENTS

Bidders must submit one price for each item on the bid product sheet. Each bidder should bid on all items listed in the bid document. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive.

Inclusion of items on bid does not guarantee purchase.

All columns of the bid document must be completed in ink or typewritten. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to purchasing@andersoncountyttn.org.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due.

INITIATING SERVICES

Anderson County School Nutrition will initiate all calls for services. The vendor can give us preference on contact by phone, text, or email. Some preventive maintenance can be prearranged, but all emergency calls will originate from Anderson County School staff. The bidder should contact School Nutrition if she/he will not be available for a certain time span (family, vacation, illness, etc...) so that contingency plans can be developed. A callback or text from the vendor with approximate time of expected service should occur within four (4) hours of request. When the vendor will be accompanied by an assistant, verbal notice should be given to the School Nutrition staff.

CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the school district, the district shall have the option of awarding the contract to the next lowest bidder or bidding again.

Poor quality product or late delivered product will be grounds to immediately suspend the contract until a more formal notification can be given.

CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory authorized service completed as of the termination date, but in no event shall the school district be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

INVOICES AND STATEMENTS

All statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Two (2) numbered invoices must be furnished at the time of service or within 10 days thereafter. All schools serviced under this contract are tax exempt.

The invoice should include:

Location of service, hours for project, date of service, detailed description of work, and parts (with model and serial numbers if motors, compressors, or other parts individually priced over \$1500), with a grand total clearly visible. A receipt or price paid for the part by the vendor must accompany the invoice for payment.

Anderson County School Nutrition Program

101 S Main Street, Suite 470

Clinton, TN 37716-3610

rowens1@acs.ac amyl@acs.ac jhatmaker@acs.ac

PRICING AND ESCALATION OR MARKET PRICE INFORMATION ABOUT SPECIFIC BIDS

If the vendor requests a price increase, they must do so in writing 30 days prior and base the request on the following: Consumer Price Index for CPI-U, Other Services.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations. The bidder attests that he has all the insurance, licenses, certifications, certificates, etc... necessary to provide the services for school systems in the State of Tennessee.

SANITATION AND SAFETY

The vendor will adhere to all safety regulations for the industry as well as state, local, and school district policies for safety of students and staff.

DELIVERABLES WITH BID

1. All required forms for both Anderson County Purchasing and School Nutrition
2. School Nutrition Bid pricing item list

STANDARDS OF CONDUCT

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found on the acs.ac website.

USDA Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [how to file a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

<https://www.usda.gov/non-discrimination-statement>

SEE NEXT PAGE FOR VENDOR BID PRICING SUBMISSION

Questions about bid:

Contact Anderson County at purchasing@andersoncountyttn.gov or 865.457.5400 x 841

PRICE SHEET - BID # 2438Business Name Industrial Refrigeration Services Date 5-1-24

Vendor Bid Pricing Sheet—complete right 2 columns

Item #	Description	Enter Primary Hourly Rate for Licensed Professional	Rate for Assistant accompanying Primary when necessary
	<u>Travel time to and from the job site cannot exceed 1 hour and 30 minutes round trip. The travel time will be the hourly rate bid under "primary".</u>	Rate/Hour ↓	Rate/Hour ↓
1	Hourly rate for repairs and maintenance of equipment. From 7 am-5pm Monday-Friday.	Primary 85.00	Assisting 35.00
2	Premium Hourly rate for repairs of equipment. After hours from 5 pm to 7 am on Monday-Friday, all weekends and holidays until the next morning at 7am.	Primary 127.50	Assisting 52.50
3	Indicate percentage markup on parts. Round to 2 places. Example: 5% markup would be 5.00%	%markup 15.00%	

Formula for calculating low bid:

- Rate per hour (for primary and assistant combined)* multiplied by .8
- Mark-up for parts % multiplied by .2
- Total of labor and parts = Lowest number would be the successful bidder.

*if an assistant price is not given, the highest bid assistant price will be used to calculate the score.

Bidder Signature: Date: 5-1-24

List of School Sites for School Nutrition Program of Anderson County Schools
Billing and Central Office
101 S Main Street, Suite 470
Clinton, TN 37716-3622
Phone: 865-457-7560
Fax: 865-457-2290

Anderson County High School
 130 Maverick Circle
 Clinton, TN 37716
 Manager: Barb West
 Phone: 865-457-9494
 Email: bwest1@acs.ac

Andersonville Elementary School
 1951 Mountain Road
 Andersonville, TN 37705
 Manager: Sherry Humphrey
 Phone: 865-494-8826
 Email: shumphrey@acs.ac

Briceville Elementary School
 103 Slatestone Road
 Briceville, TN 37710
 Manager: Judy Bray
 Phone: 865-426-4741
 Email: judybray@acs.ac

Claxton Elementary School
 2218 Clinton Highway
 Powell, TN 37849
 Manager: Robin Moore
 Phone: 865-945-3233
 Email: rmoore1@acs.ac

Clinton Middle School
 110 North Hicks Street
 Clinton, TN 37716
 Manager: Kim Phillips
 Phone: 865-457-6191
 Email: kphillips1@acs.ac

Clinton High School
 425 Dragon Drive
 Clinton, TN 37716
 Manager: Stephanie White
 Phone: 865-457-8321
 Email: swhite1@acs.ac

Dutch Valley Elementary
 1044 Old Dutch Valley Rd.
 Clinton, TN 37716
 Manager: Louise Elliott
 Phone: 865-457-3944
 Email: lelliott@acs.ac

Fairview Elementary School
 6715 Hickory Valley Road
 Heiskell, TN 37754
 Manager: Amanda Ogle
 Phone: 865-494-8619
 Email: aogle1@acs.ac

Grand Oaks Elementary School
 1033 Oliver Springs Highway
 Clinton, TN 37716
 Manager: Melissa Bean
 Phone: 865-435-9893
 Email: mbean@acs.ac

Lake City Elementary School
 402 Lindsay Street
 Lake City, TN 37769
 Manager: Autumn Huckaby
 Phone: 865-426-2109
 Email: ahuckaby@acs.ac

Lake City Middle School
 1132 South Main Street
 Lake City, TN 37769
 Manager: Leslie Goodman
 Phone: 865-426-0010
 Email: lgoodman@acs.ac

Norris Elementary School
 42 East Circle Drive
 Norris, TN 37828
 Manager: Melissa Hunley
 Phone: 865-494-7422
 Email: mhunley@acs.ac

Norris Middle School
 5 Norris Square
 Norris, TN 37828
 Manager: Andrea Shaw
 Phone: 865-494-2349
 Email: ashaw@acs.ac

Norwood Elementary School
 669 Tri-County Boulevard
 Oliver Springs, TN 37840
 Manager: Michelle Goad
 Phone: 865-435-0552
 Email: agoad@acs.ac

Norwood Middle School
 655 Tri-County Boulevard
 Oliver Springs, TN 37840
 Manager: Rhonda Bass
 Phone: 865-435-6234
 Email: rbass@acs.ac

Margaret Burrell, mburrell@acs.ac
 Director

RaeAnn Owens rowens1@acs.ac

Field Supervisor

Jennifer Hatmaker,
 jhatmaker@acs.ac
 Field Supervisor

Amy Leinart, amyl@acs.ac
 USDA Manager, Invoices for all food

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

P/AWARD NUMBER OR PROJECT NAME

Industrial Refrigeration Services

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Greg Steen / Owner

SIGNATURE

DATE

5-1-24

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.fsa.usda.gov/complaints> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment 1
BID NUMBER: 2438 – Refrigeration Repair Services

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Industrial Refrigeration Services
 Vendor Name

4900 Mountaincrest DR
 Vendor Address

Knoxville
 City

TN
 State

37918
 Zip

Telephone Number 865-207-6899

Greg Steen
 Lead Contact Person (Please Print)

Indrefservices@AOL.com
 E-Mail Address


Taxpayer Identification Number, Social Security or
 Employer Identification Number:

409-11-6290

State of Tennessee Business License Number:
 License # 1000244553

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 Knoxville

I state that I am (Title) Owner of (Name of My Firm) Industrial Refrigeration Services 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) Industrial Refrigeration Services, 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) Industrial Refrigeration Services 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

Owner
Title

Sworn to and subscribed before me this 3 day of May, 2024

[Signature]
Notary Public

My commission expires: 4-7-26

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** Statutory limits
Employers Liability 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.

Industrial Refrigeration Services
Vendor-Name

Greg Green
Bid Representative Name (Please Print)

[Signature]
Authorized Signature

5-1-24
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)

5-1-24
 Date

Industrial Refrigeration Services
 Contractor or Company Name (print)

Attachment 6

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 2438

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

City, State, Zip Code

Telephone Number

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:

Date

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

XX-XXXX

Attachment 7 – 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

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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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.

XX-XXXX

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.

Parent:

Signature [Signature] Date 5-1-24

Cara Steele
Printed Name

Over
Title

Industrial Refrigeration Services
Name of Company

4900 Mauteincrest Dr
Address

Knoxville TN. 37918

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date _____

Approved as to Form

Law Director

Date

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.

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Hershey's Ice Cream (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 **Ice Cream** for the County Per **Exhibit 1, Bid #2439**.

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: Exhibit 1, Bid #2439. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2027.

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.

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

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

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

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

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

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

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

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

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

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

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

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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

5/23/24
Date

Sean Lant
Printed Name

Branch Manager
Title

Hershey's Ice Cream
Name of Company

1628 Lynchburg Tpk
Address
Salem, VA 24153

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

D. L. [Signature] 5/17/20.
Date

Approved as to Form

[Signature] 5/14/24
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

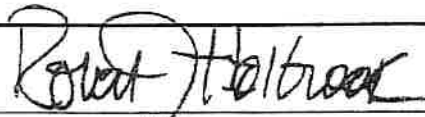
Bid #2439

Date Issued: April 12, 2024

Bids will be received until
2:30 p.m. Eastern Time on May 3, 2024

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 Ice Cream for the School Nutrition Program. Bidders are to provide one original and one copy.</p> <p>Bids must be in sealed envelopes with the Bid # clearly labeled.</p> <p>Questions are to be emailed to purchasing@andersoncountyttn.gov and kleehammer@andersoncountyttn.gov.</p>

ANDERSON COUNTY SCHOOLS**SCHOOL NUTRITION PROGRAM****CLINTON, TN 37716****THIS BID IS FOR****ICE CREAM PRODUCTS****LOCKABLE ICE CREAM FREEZERS PROVIDED BY VENDOR****AND ANOTHER OPTION TO PROVIDE PRICING ONLY FOR THE ICE CREAM PRODUCTS WITH NO PROVIDED FREEZERS****Specifics****2.1 Bid Period**

This bid is for 07/01/2024 - 06/30/2027, a three year bid. See 2.6 and 2.7 for contract information.

2.2 Award

The bid award will always be for lowest bottom line totaled cost unless otherwise indicated. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum regulations current for USDA Food and Nutrition Services. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. The program welcomes and promotes open and free competition. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure. Anderson County Schools will provide a freezer equipment unit to store product.

2.3 Vendor Qualification

- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Sanitary storage and delivery

2.4 Bid Submission Additional Requirements

Please note ordering and labeling requirements in this section and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for Smart Snack Foods in the School Lunch Program. Anderson County will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov. **All food bids must have nutritional data sheets submitted with bid.** This data must be readily viewable/printable from an electronic device.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and

Anderson County School Nutrition Program

04/15/2024

can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the bid period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them, but the vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always welcome if accompanied by documentation to support vendor product(s) bid. For the purpose of this bid, the following abbreviations or acronyms apply : TFF is free of all but naturally occurring trans fat, whole grain rich (WGR) or whole grain (WG) means that at least 50% of the product's grain is whole grain and will be the first ingredient listed, or the second ingredient after water, LF means low fat, RF equals reduced fat, RS means reduced sugar. IW means individually wrapped, HFCS is high fructose corn syrup. All ice cream products must be individually wrapped.

All columns of the Item Specification sheet must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. If vendor proposes a product with a different pack size than requested, Anderson County will convert the pricing to serving cost and recalculate. Mathematical calculations involving decimals must be carried to two (2) places. Item cost must include delivery to the schools.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to purchasing@andersoncountyttn.org. **Bidders cannot contact/communicate about the bid with the district nutrition office about this bid between the time of solicitation and award. Pricing errors cannot be corrected after the bid is opened.**

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. See the General Terms from Anderson County Purchasing.

2.5 Delivery and Ordering

Delivery to the school(s) shall be between the hours of 6:30am and 2pm on school days. Clean and climate controlled to 5 degrees or under transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled. Products will be rotated by the vendor when delivered. **Minimum of 1 delivery every three weeks, ordered as needed on premises or online (online preferred).** If sales are robust enough to create an overflow of product in ice cream freezer equipment, more frequent deliveries will be requested. Products should be placed inside ice cream freezers when delivered and no excess should be stored in walk in freezers where temperatures cannot be maintained.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged or defective from the vendor's misuse. Anderson County agrees to manage inventory control of product.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- The School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

- Ice cream products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, net weight, supplier information, and other nutritional information must be available on each food container or retrievable by the district.
- A remit to address must be provided with the bid submission.
- Vendor will make every effort to avoid traffic lanes at beginning and ending of school day

2.6 CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.

Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

2.7 CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.8 INVOICES AND STATEMENTS

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee and show purchase order number, quantity, and price of each item delivered and total amount of the order. Unsigned invoices will not be paid unless the delivery is occurring without a team member there and the driver has received specific instructions to drop ship the items. If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering product. Anderson County School Nutrition will make every effort to pay within 30 days from end of month. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed (prefer email) to the following address:

Anderson County School Nutrition Program office 865.457.7560 fax 865.457.2290
101 S Main Street, Suite 470, Clinton, TN 37716-3622. Rowens1@acs.ac amyl@acs.ac
jhatmaker@acs.ac

2.9 Price Escalation

Firm fixed price with request by March 15 of each year for next school year for increase/decrease based on Consumer Price Indexes (CPI-U) <https://www.bls.gov/news.release/cpi.t02.htm> using the Urban Consumers (current series) Food away from home, limited service meal and snacks, and not seasonally adjusted. This data will be verified at each increase/decrease request. Vendor and/or School Nutrition Program can make requests. If the CPI-U is above 5% for the July-December period, the vendor can ask for midyear changes.

2.10 Vendor Records

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and after all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, and/or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

2.11 Vendor Reports

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school, and by district and should be for the month, half year, and year. Nutritional labels/crediting labels and statements must be accessible on line in either Microsoft, pdf, or picture format. SDS labels must also be available on line.

2.12 Regulation Compliance

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. See Section 1.23 of General Terms and Conditions for the Buy American requirement.

2.13 Sanitation

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt or other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

2.14 Standards of Conduct

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found on the acs.ac website.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

<https://www.usda.gov/non-discrimination-statement>

July 1, 2024 to June 30, 2027

ICE CREAM BID

ANDERSON COUNTY SCHOOL NUTRITION PROGRAM Tennessee
4/15/2024
ICE CREAM BID

NO FREEZERS PROVIDED

VENDOR COMPLETE

Item	Description	Preferred Pack Size	Estimated Pack Annual Use	Estimated Item Annual Use	Stock Number	Vendor Product Name	Vendor Pack Count	Vendor Item weight/size	Price/Pack	Price/Item	Extended Price/Item (multiply column 9 by annual item usage * price per item)
Snack Compliant Items #13-16 are specialty items requested as possible future items of interest and would not be tallied in the bid total. The items #13-16 would not be SMART SNACK Compliant.											
1	Strawberry Shortcake Lo Fat Vanilla Lowfat Dairy Product with Strawberry Center and Crunch Coating	24/3oz	100	2400	24682-31151	Strawberry Scooper	36	2.75	16.2	\$0.45	1,080.00
2	Crumble Cookie Bar Vanilla Lowfat Frozen Dairy Dessert with chocolate cookie pieces	24/3 oz	200	4800	24682-31150	Chocolate Scooper	36	2.75	16.2	\$0.45	2,160.00
3	Orange Push Up Lowfat Dairy Frozen Dessert	24/3 oz	100	2400	24682-40001	SILLY TUBES WILD MONSTER MELON PUSH UP	24	2.75	14.88	\$0.62	1,488.00
4	Light Ice Cream Cup-Chocolate Approximately 100 calories, 15% of those from fat	24/4 oz	300	7200	24682-31677	CHOCOLATE SUNDAE - NO HFC	48	3	20.16	\$0.42	3,024.00
5	Light Ice Cream Cup-Strawberry Approximately 100 calories, 15% of those from fat	24/4 oz	50	1200	24682-31676	STRAWBERRY SUNDAE LOW F	48	3	20.16	\$0.42	504.00
6	Light Ice Cream Cup-Vanilla Approximately 100 calories, 15% of those from fat	24/4 oz	250	6000	24682-31669	VANILLA LOW FAT - NO HFC	48	3	20.16	\$0.42	2,520.00
7	Lowfat Vanilla Ice Cream Sandwich Chocolate Wafers	24/3.5 oz	300	7200	24682-31319	REDUCED FAT VANILLA ICE CREAM SANDWICH	24	4	14.4	\$0.60	4,320.00
8	Fat Free Fudge Bar Sour Cherry Dessert Bar	24/2.5 oz	300	7200	24682-31001	POLAR BLAST ARCTIC SOUR APPLE BAR	36	2.25	12.96	\$0.36	2,160.00
9	Lowfat Frozen Dairy Dessert, sour Lowfat Cookies and Cream Ice Cream Sandwich Round	24/2.5 oz	250	5000		REDUCED FAT COOKIES & CREAM	24	4	14.4	\$0.60	1,440.00
10	Lowfat Lowfat Ice Cream in Chocolate Wafers	24/4 oz	100	2400	24682-31356						
11	Cotton Candy Creamy Bar, Flavored Lowfat Dairy Dessert	24/2.5 oz	200	4800							
12	Lactose Free Ice Cream/Fruit Bar, either a lactose free non dairy bar or a full flavored non dairy bar	24 each	50	1200	24682-31000	POLAR BLAST FRUIT PUNCH B	36	2.25	12.96	0.36	432.00
										TOTAL BID	
										\$18,128.00	

These are
Also smart
snack
Compliant

To include information on your top four selling items that are not SMART SNACK compliant. Please complete all columns on these items except the extended pricing. These items are for information only and will not be included in the bid award pricing.

13	COOKIES & CREAM CONE SMART SNACKS		1 CASE	24682-31306	COOKIES & CREAM CONE	24	4	15.84	0.66		
14	CRAZY CONE		1 CASE	24682-31303	CRAZY CONE	24	4	15.84	0.66		
15	VANILLA CHOCOLATE TWIST CONE		1 CASE	24682-31307	VANILLA CHOCOLATE TWIST CONE	24	4	15.84	0.66		
16			1 CASE								

VENDOR NAME: Hershey's Ice Cream

Signature

Date: 4/12/24

Tabulation will adjust for pack variances

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 VACOUNTY OF Salem

I state that I am (Title) Branch Manager of (Name of My Firm) Hershey's Ice Cream 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) Hershey's Ice Cream, 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) Hershey's Ice Cream 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.

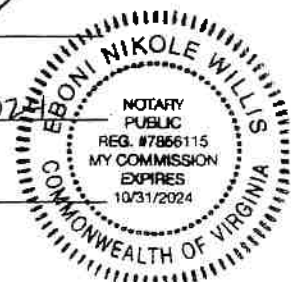
[Signature]
Representative's Signature

Branch Manager
Title

Sworn to and subscribed before me this 12th day of April, 2024.

Eboni Nikole Willis
Notary Public

My commission expires: 10-31-2024



ANDERSON COUNTY SCHOOLS

SCHOOL NUTRITION PROGRAM

CLINTON, TN 37716

THIS BID IS FOR

ICE CREAM PRODUCTS**LOCKABLE ICE CREAM FREEZERS PROVIDED BY VENDOR****AND ANOTHER OPTION TO PROVIDE PRICING ONLY FOR THE ICE CREAM PRODUCTS WITH NO PROVIDED FREEZERS****Specifics****2.1 Bid Period**

This bid is for 07/01/2024 - 06/30/2027, a three year bid. See 2.6 and 2.7 for contract information.

2.2 Award

The bid award will always be for lowest bottom line **total cost unless otherwise indicated**. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum regulations current for USDA Food and Nutrition Services. The School Nutrition Program will convert cases to cost per serving to determine total bottom line cost. The program welcomes and promotes open and free competition. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure. Anderson County Schools will provide a freezer equipment unit to store product.

2.3 Vendor Qualification

- Provide dependable delivery of items ordered with adequate delivery fleets
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years of experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Must have a mark-out rate of less than 2% and a substitute rate of no more than 2%
- Sanitary storage and delivery

2.4 Bid Submission Additional Requirements

Please note ordering and labeling requirements in this section and 2.5. The tabulation of cost will be on cost per serving that is requested in the bid and that meets the minimum current USDA requirement for Smart Snack Foods in the School Lunch Program. Anderson County will convert cases to cost per serving to determine total bottom line cost. Ties will be decided by the per item cost of the product with the greatest single estimated expenditure.

Vendor should bid on all items. Vendor must bid and provide only new, not remanufactured items or previously invoiced products. If an item is omitted on the bid by the vendor, it will be assigned the highest bid price of the remaining bidders. As regulations change, so will specifications. To keep abreast of details, vendors are urged to visit www.fns.usda.gov. **All food bids must have nutritional data sheets submitted with bid.** This data must be readily viewable/printable from an electronic device.

The invitation to bid will have projected yearly usage amounts for all items. If a bid item has a usage of 1, vendor should make a price available if vendor currently carries this item in stock. If they do not carry in stock, the term "No Bid" should be clearly written on the sheet. These usage numbers are estimates and Anderson County School Nutrition Program

04/15/2024

can change due to legislation, regulation, enrollment, and participation. The School Nutrition Program may request to delete or add some items during the course of the bid period, up to a value of 15% of the previous year's purchases. Other school districts in Tennessee may request that the vendor honor these prices for them, but the vendor is not obligated to do so. Product names, brands, model numbers are used only as examples by the School Nutrition Program. Like or equal products are always welcome if accompanied by documentation to support vendor product(s) bid. For the purpose of this bid, the following abbreviations or acronyms apply : TFF is free of all but naturally occurring trans fat, whole grain rich (WGR) or whole grain (WG) means that at least 50% of the product's grain is whole grain and will be the first ingredient listed, or the second ingredient after water, LF means low fat, RF equals reduced fat, RS means reduced sugar. IW means individually wrapped, HFCS is high fructose corn syrup. All ice cream products must be individually wrapped.

All columns of the Item Specification sheet must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid. If vendor proposes a product with a different pack size than requested, Anderson County will convert the pricing to serving cost and recalculate.

Mathematical calculations involving decimals must be carried to two (2) places. Item cost must include delivery to the schools.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to purchasing@andersoncountyttn.org. **Bidders cannot contact/communicate about the bid with the district nutrition office about this bid between the time of solicitation and award. Pricing errors cannot be corrected after the bid is opened.**

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. See the General Terms from Anderson County Purchasing.

2.5 Delivery and Ordering

Delivery to the school(s) shall be between the hours of 6:30am and 2pm on school days. Clean and climate controlled to 5 degrees or under transport is required. If school is closed due to inclement weather or other emergency, all deliveries will be rescheduled. Products will be rotated by the vendor when delivered. **Minimum of 1 delivery every three weeks, ordered as needed on premises or online (online preferred).** If sales are robust enough to create an overflow of product in ice cream freezer equipment, more frequent deliveries will be requested. Products should be placed inside ice cream freezers when delivered and no excess should be stored in walk in freezers where temperatures cannot be maintained.

- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged or defective from the vendor's misuse. Anderson County agrees to manage inventory control of product.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- The School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.

- Ice cream products will have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Ingredient labels, net weight, supplier information, and other nutritional information must be available on each food container or retrievable by the district.
- A remit to address must be provided with the bid submission.
- Vendor will make every effort to avoid traffic lanes at beginning and ending of school day

2.6 CONTRACT TERMINATION FOR CAUSE

The contract for goods and services can be terminated for cause with a 30 (thirty) day notice. In the event the contract is terminated for due cause by the district(s), the district shall have the option of awarding the contract to the next lowest bidder or bidding again.

Contract will not be awarded or can be modified/withdrawn if food availability changes or if the individual school district has insufficient funds to continue the contract.

2.7 CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

2.8 INVOICES AND STATEMENTS

All monthly statements are to be issued to include an end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee and show purchase order number, quantity, and price of each item delivered and total amount of the order. Unsigned invoices will not be paid unless the delivery is occurring without a team member there and the driver has received specific instructions to drop ship the items. If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering product. Anderson County School Nutrition will make every effort to pay within 30 days from end of month. At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed (prefer email) to the following address:

Anderson County School Nutrition Program office 865.457.7560 fax 865.457.2290
101 S Main Street, Suite 470, Clinton, TN 37716-3622. Rowens1@acs.ac amyl@acs.ac
jhatmaker@acs.ac

2.9 Price Escalation

Firm fixed price with request by March 15 of each year for next school year for increase/decrease based on Consumer Price Indexes (CPI-U) <https://www.bls.gov/news.release/cpi.t02.htm> using the Urban Consumers (current series) Food away from home, limited service meal and snacks, and not seasonally adjusted. This data will be verified at each increase/decrease request. Vendor and/or School Nutrition Program can make requests. If the CPI-U is above 5% for the July-December period, the vendor can ask for midyear changes.

2.10 Vendor Records

All vendors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and after all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, and/or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

2.11 Vendor Reports

Usage reports should be made available upon request to the School Nutrition Program. The reports should be by product, by school, and by district and should be for the month, half year, and year. Nutritional labels/crediting labels and statements must be accessible on line in either Microsoft, pdf, or picture format. SDS labels must also be available on line.

2.12 Regulation Compliance

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. See Section 1.23 of General Terms and Conditions for the Buy American requirement.

2.13 Sanitation

All materials provided must have some identification that will enable trace to origin. All federal, state, and local sanitation regulations must be adhered to and HACCP followed. All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010.

All facilities used to procure, process, and hold the products shall adhere to all local, state, and federal regulations. A date stamp, item and facility code shall be clearly visible on the packaging in order to trace to point of origin. In the case of a food or product recall, vendor will contact the school district entity and require a read receipt or other form of proof that recall information reached the buyer. The vendor will then proceed to assist the district in the isolation and removal of the product(s).

2.14 Standards of Conduct

Anderson County Schools and Anderson County government and their employees must adhere to the most current published standards of conduct, ethics, and conflicts of interest. Those written codes can be found on the acs.ac website.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

<https://www.usda.gov/non-discrimination-statement>

List of School Sites for School Nutrition Program of Anderson County Schools

<p align="center">Billing and Central Office 101 S Main Street, Suite 470 Clinton, TN 37716-3622 Phone: 865-457-7560 Fax: 865-457-2290</p>		
Anderson County High School 130 Maverick Circle Clinton, TN 37716 Manager: Barb West Phone: 865-457-9494 Email: bwest1@acs.ac	1033 Oliver Springs Highway Clinton, TN 37716 Manager: Melissa Bean Phone: 865-435-9893 Email: mbean@acs.ac	RaeAnn Owens rowens1@acs.ac Field Supervisor
Andersonville Elementary School 1951 Mountain Road Andersonville, TN 37705 Manager: Sherry Humphrey Phone: 865-494-8826 Email: shumphrev@acs.ac	Lake City Elementary School 402 Lindsay Street Lake City, TN 37769 Manager: Autumn Huckaby Phone: 865-426-2109 Email: ahuckabv@acs.ac	Jennifer Hatmaker, jhatmaker@acs.ac Field Supervisor
Briceville Elementary School 103 Slatestone Road Briceville, TN 37710 Manager: Judy Bray Phone: 865-4264741 Email: judyvbrav@acs.ac	Lake City Middle School 1132 South Main Street Lake City, TN 37769 Manager: Leslie Goodman Phone: 865-426-0010 Email: lgoodman@acs.ac	Amy Leinart, amyl@acs.ac USDA Manager, Invoices for all food
Claxton Elementary School 2218 Clinton Highway Powell, TN 37849 Manager: Robin Moore Phone: 865-945-3233 Email: rmoore1@acs.ac	Clinch River Community School No food or milk deliveries and no kitchen Maverick Circle (Behind ACHS) Clinton, TN 37716 Manager: Phone: 865-457-9494 Email: bwest1@acs.ac	
Clinton Middle School 110 North Hicks Street Clinton, TN 37716 Manager: Kim Phillips Phone: 865-457-6191 Email: kphillips1@acs.ac	Norris Elementary School 42 East Circle Drive Norris, TN 37828 Manager: Melissa Hunley Phone: 865-494-7422 Email: mhunlev@acs.ac	
Clinton High School 425 Dragon Drive Clinton, TN 37716 Manager: Stephanie White Phone: 865-457-8321 Email: swhite1@acs.ac	Norris Middle School 5 Norris Square Norris, TN 37828 Manager: Andrea Shaw Phone: 865-494-2349 Email: ashaw@acs.ac	
Dutch Valley Elementary 1044 Old Dutch Valley Rd. Clinton, TN 37716 Manager: Louise Elliott Phone: 865-457-3944 Email: lelliott@acs.ac	Norwood Elementary School 669 Tri-County Boulevard Oliver Springs, TN 37840 Manager: Michelle Goad Phone: 865-435-0552 Email: agoad@acs.ac	
Fairview Elementary School 6715 Hickory Valley Road Heiskell, TN 37754 Manager: Amanda Ogle Phone: 865-494-8619 Email: aogle1@acs.ac	Norwood Middle School 655 Tri-County Boulevard Oliver Springs, TN 37840 Manager: Rhonda Bass Phone: 865-435-6234 Email: rbass@acs.ac	
Grand Oaks Elementary School		

CERTIFICATION REGARDING "BUY AMERICAN" REQUIREMENTS

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request	Approved

**use additional pages if needed*

Note: Approved column is for the SNP purchaser to indicate if they will accept the non-American product or if they reject that item. The SNP will contact the vendor if item is rejected.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date 4/12/24

Vendor Name Hershey's Ice Cream

Completed By Sean Cant

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51855-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME <i>Hershey's Ice Cream</i>	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Sean Lamb - Branch Manager</i>	
SIGNATURE 	DATE <i>4/12/24</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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USDA is an equal opportunity provider, employer, and lender.

Attachment 1
BID NUMBER: 2439 – Ice Cream

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Hershey's Ice Cream
 Vendor Name

1628 Lynchburg Pike
 Vendor Address

Salem

City

VA 24153

State Zip

Telephone Number 570-344-6090

Sean Lant
 Lead Contact Person (Please Print)

lant@hersheyicecream.com
 E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

23-0691670

State of Tennessee Business License Number:
 License # 677099

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 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: Hershey's Ice Cream

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: Sean Lant **Title:** Brand Manager

NOTARY ACKNOWLEDGEMENT:

STATE OF VA

COUNTY OF Salem

ON April 12, 2024, BEFORE ME, Eboni Nikole Willis,

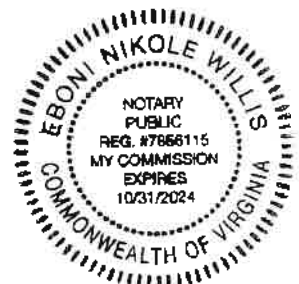
PERSONALLY APPEARED Sean K. Lant, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT 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: Eboni Nikole Willis

PRINTED FULL NAME OF NOTARY: Eboni Nikole Willis

MY COMMISSION EXPIRES: 10-31-2024



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

Hershey's Joe Crean
 Vendor Name
Sean Hunt
 Bid Representative Name (Please Print)

[Signature]
 Authorized Signature
4/12/24
 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 member, 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)

4/13/24
 Date

Hershey's Ice Cream
 Contractor or Company Name (print)

Attachment 6

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**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

*Hershey's Ice Cream**1628 Lynchburg Pike*

City, State, Zip Code

Telephone Number

*Salem, VA 24153**(540) 344-6090*

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

Branch Manager

Printed Name:

Sean Lant

Date

4/12/24

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

XX-XXXX

Attachment 7
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 7

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 7
Sample Contract for Goods

Law Director

Date

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.


31355 RF COOKIES 'N CREAM SANDWICH

Nutrition Facts	
Serving size	1 SANDWICH
	(65g)
Amount per serving	
Calories	140
	% Daily Value*
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 150mg	7%
Total Carbohydrate 27g	10%
Dietary Fiber 1g	4%
Total Sugars 15g	
Includes 10g Added Sugars	20%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 101mg	8%
Iron 0mg	0%
Potassium 166mg	4%
Vitamin A 6mcg	0%
<small>*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,800 calories a day is used for general nutrition advice.</small>	

Ingredients:

ICE CREAM (NONFAT MILK, SUGAR, CORN SYRUP, WHEY, CREAM, CHOCOLATE COOKIE CRUMB (ENRICHED FLOUR [WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID], SUGAR, COCOA [PROCESSED WITH ALKALI], PALM OIL, HIGH FRUCTOSE CORN SYRUP, CHOCOLATE LIQUOR, SALT, CORN FLOUR, DEXTROSE, BAKING SODA, SOY LECITHIN), CELLULOSE GEL, MONO & DIGLYCERIDES, CELLULOSE GUM, MALTODEXTRIN, POLYSORBATE 80, CARRAGEENAN, NATURAL AND ARTIFICIAL FLAVOR, VITAMIN A PALMITATE), WAFER (BLEACHED WHEAT FLOUR, SUGAR, CARAMEL COLOR, DEXTROSE, PALM OIL, CORN FLOUR, COCOA, HIGH FRUCTOSE CORN SYRUP, BAKING SODA, MODIFIED CORN STARCH, SALT, MONO & DIGLYCERIDES, SOY LECITHIN).

Allergens:

Contains Milk, Soy, Wheat.


31664 3oz VANILLA CUP

Nutrition Facts	
Serving size	1 Cup (52g)
Amount per serving	
Calories	70
	% Daily Value*
Total Fat 1g	1%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Cholesterol <5mg	1%
Sodium 55mg	2%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 10g	
Includes 6g Added Sugars	12%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 130mg	10%
Iron 0mg	0%
Potassium 110mg	2%
Vitamin A 70mcg	8%
<small>*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.</small>	

Ingredients:

NONFAT MILK, SUGAR, CORN SYRUP, HIGH FRUCTOSE CORN SYRUP, WHEY, CREAM, MALTODEXTRIN, MONO AND DIGLYCERIDES, LOCUST BEAN GUM, GUAR GUM, FOOD STARCH, POLYSORBATE 80, CARRAGEENAN, CALCIUM CARBONATE, ARTIFICIAL FLAVOR AND VITAMIN A PALMITATE.

Allergens:

Contains Milk.


31663 3oz STRAWBERRY SUNDAE

Nutrition Facts	
Serving size	1 Cup (52g)
Amount per serving	
Calories	80
% Daily Value*	
Total Fat 1g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol <5mg	1%
Sodium 50mg	2%
Total Carbohydrate 16g	6%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 8g Added Sugars	16%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 120mg	10%
Iron 0mg	0%
Potassium 100mg	2%
Vitamin A 50mcg	6%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

Ingredients:

NONFAT MILK, STRAWBERRY SAUCE (WATER, CORN SYRUP, SUGAR, STRAWBERRIES, ALGIN, NATURAL FLAVOR, CITRIC ACID, ARTIFICIAL COLOR FD & C RED #40), SUGAR, CORN SYRUP, HIGH FRUCTOSE CORN SYRUP, WHEY, CREAM, MALTODEXTRIN, MONO AND DIGLYCERIDES, LOCUST BEAN GUM, CELLULOSE GUM, GUAR GUM, FOOD STARCH, POLYSORBATE 80, CARRAGEENAN, CALCIUM CARBONATE, CITRIC ACID, ARTIFICIAL FLAVOR AND VITAMIN A PALMITATE.

Allergens:

Contains Milk.



31662 3oz CHOCOLATE SUNDAE

Nutrition Facts	
Serving size	1 Cup (52g)
Amount per serving	
Calories	80
% Daily Value*	
Total Fat 1g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol <5mg	1%
Sodium 55mg	2%
Total Carbohydrate 18g	6%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 8g Added Sugars	16%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 110mg	8%
Iron 0.4mg	2%
Potassium 100mg	2%
Vitamin A 50mcg	6%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients:

NONFAT MILK, CHOCOLATE SAUCE (CORN SYRUP, WATER, COCOA PROCESSED WITH ALKALI, MODIFIED CORN STARCH, SALT, POTASSIUM SORBATE, CITRIC ACID AND NATURAL FLAVOR), SUGAR, CORN SYRUP, HIGH FRUCTOSE CORN SYRUP, WHEY, CREAM, MALTODEXTRIN, MONO & DIGLYCERIDES, LOCUST BEAN GUM, CELLULOSE GUM, GUAR GUM, FOOD STARCH, POLYSORBATE 80, CARRAGEENAN, CALCIUM CARBONATE, ARTIFICIAL FLAVOR AND VITAMIN A PALMITATE.

Allergens:

Contains Milk.


31319 RF VANILLA ICE CREAM SANDWICH

Nutrition Facts	
Serving size	1 SANDWICH (65g)
Amount per serving	
Calories	140
% Daily Value*	
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 140mg	6%
Total Carbohydrate 27g	10%
Dietary Fiber 1g	4%
Total Sugars 15g	
Includes 11g Added Sugars	22%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0mg	0%
Potassium 163mg	4%
Vitamin A 6mcg	0%
*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

Ingredients:

ICE CREAM (nonfat milk, sugar, corn syrup, whey, cream, artificial flavor, cellulose gel, mono & diglycerides, cellulose gum, maltodextrin, polysorbate 80, carrageenan, vitamin A palmitate), WAFER (bleached wheat flour, sugar, caramel color, dextrose, palm oil, corn flour, cocoa, high fructose corn syrup, baking soda, modified corn starch, salt, mono- & diglycerides, soy lecithin).

Allergens:

Contains Milk, Soy, Wheat.



31307 VANILLA CHOCOLATE TWIST CONE

Nutrition Facts	
Serving size	1 CONE
Amount per serving	
Calories	120
% Daily Value*	
Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 75mg	3%
Total Carbohydrate 25g	9%
Dietary Fiber 0g	0%
Total Sugars 15g	
Includes 12g Added Sugars	24%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 85mg	8%
Iron 0mg	0%
Potassium 163mg	4%
Vitamin A 8mcg	0%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients:

ICE CREAM (nonfat milk, sugar, corn syrup, high fructose corn syrup, whey, cream, maltodextrin, mono- & diglyceride, locust bean gum, cellulose gum, guar gum, food starch, polysorbate 80, carrageenan, cocoa [processed with alkali], vitamin a palmitate, artificial flavor), SUGAR CONE (bleached wheat flour, sugar, vegetable shortening [soybean oil, palm oil, soy lecithin], salt, caramel color, artificial flavor), CHOCOLATE SPRINKLES (sugar, corn starch, palm oil, palm kernel oil, cocoa [processed with alkali], sunflower lecithin, dextrin, confectioner's glaze, natural and artificial flavor, carnauba wax).

Allergens:

Contains Milk, Soy, Wheat.



31303 CRAZY CONE

Nutrition Facts	
Serving size	1 CONE (73g)
Amount per serving	
Calories	140
% Daily Value*	
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 95mg	4%
Total Carbohydrate 26g	8%
Dietary Fiber 0g	0%
Total Sugars 16g	
Includes 11g Added Sugars	22%
Protein 4g	
Vitamin D 0mcg	0%
Calcium 129mg	10%
Iron 0mg	0%
Potassium 202mg	4%
Vitamin A 8mcg	0%
<small>*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.</small>	

Ingredients:

ICE CREAM (nonfat milk, sugar, corn syrup, whey, cream, cellulose gel, artificial flavor, mono- & diglycerides, cellulose gum, maltodextrin, polysorbate 80, sodium chloride, citric acid, carrageenan, vitamin A palmitate, yellow 5, blue 1), SUGAR CONE (bleached wheat flour, sugar, vegetable shortening [soybean oil, palm oil, soy lecithin], salt, caramel color, artificial flavor).

Allergens:

Contains Milk, Soy, Wheat.



31152 FUDG-O BAR

Nutrition Facts	
Serving size	1 BAR (68g)
Amount per serving	
Calories	90
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	1%
Sodium 40mg	2%
Total Carbohydrate 20g	7%
Dietary Fiber 0g	0%
Total Sugars 14g	
Includes 8g Added Sugars	16%
Protein 3g	
Vitamin D 0mcg	0%
Calcium 128mg	10%
Iron 0mg	0%
Potassium 121mg	2%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients:

NONFAT MILK, HIGH FRUCTOSE CORN SYRUP, CORN SYRUP, WHEY, COCOA (processed with alkali), MONO- & DIGLYCERIDES, GUAR GUM, POLYSORBATE 80, CARRAGEENAN, ARTIFICIAL VANILLA FLAVOR.

Allergens:

Contains Milk.



31151 NF STRAWBERRY SCOOTER CRUNCH BAR

Nutrition Facts	
Serving size	1 BAR (68g)
Amount per serving	
Calories	160
% Daily Value*	
Total Fat 6g	8%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 75mg	3%
Total Carbohydrate 26g	9%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 12g Added Sugars	24%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 94mg	8%
Iron 0mg	0%
Potassium 79mg	2%
Vitamin A 4mcg	0%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients:

ICE CREAM (nonfat milk, sugar, corn syrup, whey, artificial flavor, high fructose corn syrup, maltodextrin, mono- & diglyceride, locust bean gum, cellulose gum, guar gum, food starch, polysorbate 80, carrageenan, water, vitamin A palmitate), FLAVORED CENTER (water, sugar, dextrose, malic acid, artificial flavor, locust bean gum, carob bean gum, guar gum, modified cellulose, propylene glycol alginate, Red 40, adipic acid), CRUNCH COATING (cake crunches [bleaches wheat flour, sugar, palm oil, salt, baking soda, artificial flavor, soy lecithin, Red 3], nonfat milk powder, soybean oil, coconut oil, soy lecithin, vanillin).

Allergens:

Contains Milk, Soy, Wheat.


31150 NF CHOCOLATE SCOOTER CRUNCH BAR

Nutrition Facts	
Serving size	1 BAR (68g)
Amount per serving	
Calories	170
	% Daily Value*
Total Fat 6g	8%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 85mg	4%
Total Carbohydrate 25g	9%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 11g Added Sugars	22%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 95mg	8%
Iron 0mg	2%
Potassium 150mg	4%
Vitamin A 4mcg	0%
<small>*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.</small>	

Ingredients:

NONFAT ICE CREAM (nonfat milk, sugar, corn syrup, whey, high fructose corn syrup, maltodextrin, mono & diglyceride, locust bean gum, cellulose gum, guar gum, food starch, polysorbate 80, carrageenan, water, vitamin A palmitate), FLAVORED CENTER (water, sugar, cocoa [processed with alkali], whey, dextrose, caramel color, locust bean gum, carrageenan, artificial flavor, Red 40, Blue 1), CRUNCH COATING (cake crunches [bleached wheat flour, sugar, palm oil, caramel color, cocoa, salt, baking soda, artificial flavor], nonfat milk powder, soybean oil, coconut oil, soy lecithin, vanillin).

Allergens:

Contains Milk, Soy, Wheat.



31000 POLAR BLAST FRUIT PUNCH BAR

Nutrition Facts	
Serving size	1 BAR
Amount per serving	
Calories	80
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 10mg	0%
Total Carbohydrate 21g	8%
Dietary Fiber 0g	0%
Total Sugars 18g	
includes 16g Added Sugars	32%
Protein 0g	
Vit. D 0mcg	0%
Calcium 8mg	0%
Iron 0mg	0%
Potas. 78mg	2%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

Ingredients:

APPLE JUICE (WATER, APPLE JUICE CONCENTRATE), SUGAR, CORN SYRUP, CITRIC ACID, NATURAL & ARTIFICIAL FLAVOR, ASCORBIC ACID, LOCUST BEAN GUM, GUAR GUM, CARRAGEENAN, RED 40.



31001 ARCTIC APPLE POLAR BLAST FRUIT JUICE BAR

Nutrition Facts	
Serving size	1 BAR (74g)
Amount per serving	
Calories	70
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 18g	7%
Dietary Fiber 0g	0%
Total Sugars 15g	
Includes 7g Added Sugars	14%
Protein 0g	
Vit. D 0mcg	0%
Calcium 9mg	0%
Iron 0mg	0%
Potas. 71mg	2%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

Ingredients:

APPLE JUICE (WATER, APPLE JUICE CONCENTRATE), SUGAR, CORN SYRUP, CITRIC ACID, ASCORBIC ACID, SPIRULINA EXTRACT (color), ANNATTO (color), LOCUST BEAN GUM, GUAR GUM, CARRAGEENAN.

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Ken Smith Auto Parts (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 **Aftermarket Auto Parts** for the County Per Bid #2443, 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 by: **Bid #2443, Exhibit 1.** Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2029.

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.

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.

Law Director

Date

Anderson County Government**Request for Bids**

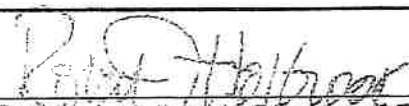
100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersoncountyttn.gov

Bid #2443**Date Issued: April 25, 2024****Bids will be received until
2:30 p.m. Eastern Time on May 14, 2024**

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 Aftermarket Auto Parts (Re-Bid). Bidders are to provide one original and two copies.

Bids must be in sealed envelopes with the Bid # clearly labeled.

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

Bid #2443 Aftermarket Auto Parts

Anderson County is seeking bids for Aftermarket Auto Parts in order to establish a contract for the period of July 1, 2024 through June 30, 2029.

Delivery shall be free and same-day. The discount shall apply to all products sold by the vendor.

The County reserves the right to award to multiple vendors.

Vendor Name: Ken Smith Auto Parts

% Discount off Walk-In price: 60%

Attachment 1
BID NUMBER: 2443 – Aftermarket Auto Parts

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Ken Smith Auto Parts
 Vendor Name

2622 Texas Ave
 Vendor Address

Knoxville
 City

TN 37921
 State Zip

Telephone Number (800) 756-8003

Blair Sneed
 Lead Contact Person (Please Print)

bsneed@midamericaautoparts.net
 E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

62-6024987

State of Tennessee Business License Number:
 License # 1001464952

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:

Blair Sneed

(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 Shelby

I state that I am (Title) Sales Manager of (Name of My Firm) Ken Smith Auto Parts 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) Ken Smith Auto Parts, 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) Ken Smith Auto Parts 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.

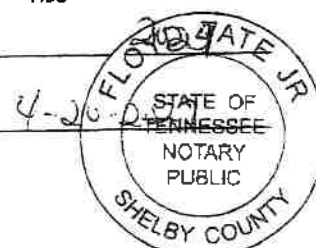
Rh-502
Representative's Signature

Sales Manager
Title

Sworn to and subscribed before me this 9th day of May

Karl Tate J
Notary Public

My commission expires:



My Commission Expires Apr. 26, 2021

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 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: Ken Smith Auto Parts

Type of Company: (Check One)

☒ Corporation ☐ Partnership ☐ Limited Liability ☐ Sole Proprietor

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

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

- ☐ American Indian/Alaskan Native ___%
☐ African American ___%
☐ 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: Blair Sneed OFFICER OF THE COMPANY

Name: Blair Sneed Title: Sales Manager

NOTARY ACKNOWLEDGEMENT:

STATE OF Tennessee

COUNTY OF SHELBY

ON May 9th 2024 BEFORE ME BLAIR SNEED

PERSONALLY APPEARED BLAIR SNEED, 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: Floyd Tate Jr

PRINTED FULL NAME OF NOTARY: FLOYD TATE JR

MY COMMISSION EXPIRES: 4-20-2027



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

Ken Smith Auto Parts
Vendor Name

Blair Sneed
Bid Representative Name (Please Print)


Authorized Signature

5/2/24
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)

5/7/24
 Date

Ken Smith Auto Parts
 Contractor or Company Name (print)



Fleet Capability Statement

Mid America Parts Distributors

1901 I A C Dr.

Memphis, TN 38116

Phone: (901) 362-2622

Fax: (901) 362-1117

Email: bsneed@midamericaparts.net

Cage: 4HE44

DUNS: 063954309

Capability Statement

Mid America Parts Distributors and its subsidiaries, Union Auto Parts and Ken Smith Auto Parts, is a family-owned organization. We have grown into one of the largest auto parts distributors in the United States based solely on two principles: Quality Products and World Class Customer Service. Mid America Parts Distributors opened its doors in 1956, in Memphis, TN, as a warranty rebuilder for General Motors products. Today, we have 24 locations and service thousands of customers in eight states. We are the oldest distributor in the United States for ACDelco Products. But, we are also the primary supplier of OE parts for Ford, Dodge/Chrysler, and Nissan applications. Outside of Original Equipment parts, we carry over 150 quality aftermarket brands for all applications. At Mid America Parts, we strive to give all of our customers the highest quality parts available, paired with unmatched customer service and expertise. Our everyday customers range from new car dealerships, to independent service centers, fleets, and municipalities.

Services Provided

On-Demand Delivery from Local Warehouses
Custom Stock by Location and Services
Battery Truck
Tailor-Made Shop Solutions
Local Sales Representation
Invoices and Credits Sent Electronically to AP

Locations

Memphis, TN (4 loc.)
Southaven, MS
Jackson, TN
Union City, TN
Tupelo, MS
Huntsville, AL
Franklin, TN
Chattanooga, TN

Bowling Green, KY
Clarksville, TN
Hendersonville, TN
Nashville, TN
Murfreesboro, TN
Columbia, TN
Gulfport, MS
Ridgeland, MS

Pearl, MS
Cleveland, TN
Dalton, GA
Knoxville, TN
Johnson City, TN

Past and Present Fleets Served

FedEx - National GSE Contract	Shelby County(TN) Fleet Services
City of Memphis	TDOT
MS Dept of Public Health	University of Tennessee
MDOT	ETHRA
Harrison County (MS)	City of Chattanooga (TN)
MATA	UPS
City of Jackson (TN)	Shelby County Sheriff's Dept
City of Knoxville (TN)	more upon request...

POC: Blair Speed, Sales Manager
bspeed@midamericaparts.net
(901) 494-5389

unionautoparts.net
ksap.com

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Fisher Auto Parts (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 **Aftermarket Auto Parts** for the County Per **Bid #2443, 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 by: **Bid #2443, Exhibit 1.** Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2029.

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.

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

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

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

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

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

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

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

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

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

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

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

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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

Law Director

Date

24-0144

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 #2443

Date Issued: April 25, 2024

Bids will be received until
2:30 p.m. Eastern Time on May 14, 2024

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 Aftermarket Auto Parts (Re-Bid). Bidders are to provide one original and two copies.

Bids must be in sealed envelopes with the Bid # clearly labeled.

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

Bid #2443 Aftermarket Auto Parts

Anderson County is seeking bids for Aftermarket Auto Parts in order to establish a contract for the period of July 1, 2024 through June 30, 2029.

Delivery shall be free and same-day. The discount shall apply to all products sold by the vendor.

The County reserves the right to award to multiple vendors.

Vendor Name: FISHER AUTO PARTS

% Discount off Walk-In price: -15% to -38%

Attachment 1
BID NUMBER: 2443 – Aftermarket Auto Parts

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Vendor Name

FISHER AUTO PARTS

Vendor Address

132 E. DIVISION ROAD

City

OAK RIDGE TN 37830

State

Zip

Telephone Number

865-481-3107Calvin Spradlen

Lead Contact Person (Please Print)

CTSPR@FisherAutoParts.com

E-Mail Address

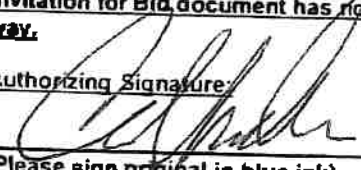
Taxpayer Identification Number, Social Security or
Employer Identification Number:Employer ID# 11411

State of Tennessee Business License Number

License # 0102540178 TN

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 ANDERSON

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

Representative's Signature

Title

Sworn to and subscribed before me this

Lina Spradlen
Notary Public



Territory Sales Manager
Title

Commission expires:

2024
10/30/27

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: Fisher Auto Parts

Type of Company: (Check One)

☒ Corporation ☐ Partnership ☐ Limited Liability ☐ Sole Proprietor

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

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

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

Please name the entity of certification: Fisher Auto Parts

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: Calvin Spradlen

Title: Territory Sales Manager

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Knox

ON May 13th

BEFORE ME, Gina Spradlen

PERSONALLY APPEARED Calvin Spradlen 2024, 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: Gina Spradlen

PRINTED FULL NAME OF NOTARY: Gina Burgin Spradlen

MY COMMISSION EXPIRES 10/30/27



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.

Fisher Auto Parts
Vendor Name
Calvin Spradlen
Bid Representative Name (Please Print)

[Signature]
Authorized Signature
5-13-2024
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.

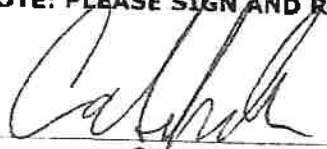
(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(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)

5-13-2024
 Date

Calvin Spadler
 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 CS (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 PARTS for the County Per DEMAND.

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

Term. The term of this agreement shall begin on 7-1-24 and shall end on 6-30-29 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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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 5-13-2024
Calvin Spradler
 Printed Name _____
Territory Sales Manager
 Title _____
Fisher A/E Parts
 Name of Company _____
132 E. Division Road
 Address _____

OAK RIDGE TN 37830
 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

Law Director

Date

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

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

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

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

Email: purchasing@andersoncountyttn.gov

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of 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.

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and NAPA Auto Parts (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 **Aftermarket Auto Parts** for the County Per **Bid #2443, 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 by: **Bid #2443, Exhibit 1.** Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2029.

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.

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

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

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

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

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

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

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

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

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

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

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

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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:

 5/22/24
Signature Date

Will Metcalfe

Printed Name

District Manager

Title

Genuine Parts Compnay DBA: NAPA

Name of Company

514 Clinch Ave

Address

Clinton, TN 37716

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

 05/24/24

Law Director

Date

24-0145

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 #2443

Date Issued: April 25, 2024

**Bids will be received until
2:30 p.m. Eastern Time on May 14, 2024**

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 Aftermarket Auto Parts (Re-Bid). Bidders are to provide one original and two copies.</p> <p>Bids must be in sealed envelopes with the Bid # clearly labeled.</p> <p>Questions are to be emailed to purchasing@andersoncountyttn.gov and kleehammer@andersoncountyttn.gov.</p>

Attachment 1
BID NUMBER: 2443 - Aftermarket Auto Parts

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

License Parts Company DBA: NAPA Auto Parts
 Vendor Name

800 Clinch Ave

Vendor Address

Clinton

City

Tennessee

37716

State

Zip

Telephone Number (865) 457-4100

Will Metcalfe

Lead Contact Person (Please Print)

Will Metcalfe @ GENIT.COM

E-Mail Address

Taxpayer Identification Number, Social Security or
 Employer Identification Number:

58-0254510

State of Tennessee Business License Number:
 License # 0103673237

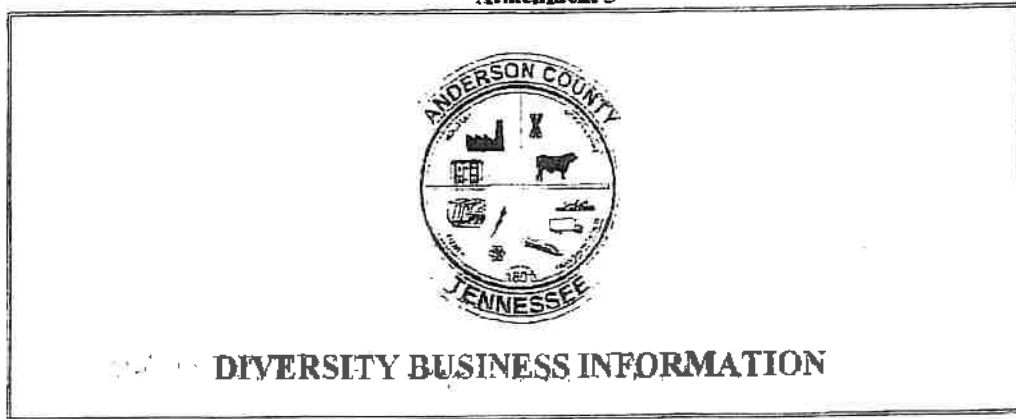
I agree to abide by all Terms and Conditions of this
Invitation to Bid and certify that I am authorized to sign
this bid for the vendor. Failure to include any
information mentioned in the bid or to comply with
these bid instructions may result in rejection of your
entire bid. Signing this form affirms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

Authorizing Signature:

[Signature]

(Please sign original in blue ink)

Attachment 3



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** Statutory limits
Employers Liability 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.

Genetic Parts Company DBA NAPA
Vendor Name

Will Metcalfe
Bid Representative Name (Please Print)


Authorized Signature
5/9/24
Date

**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) (1) 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.

(B) 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)

5/9/24
Date

Wilk Metcalfe - Greentree Parts Company DBA: NAPA Auto Parts
Contractor or Company Name (print)

P:\DEPUTY PURCHASING AGENT PROCEDURES\FORMS\Bid Forms\Attachment 5 - Conflict of Interest Form.doc

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**

Law Director

Date

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) b1: 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

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.



SOFTWARE LEASE AGREEMENT

THIS SOFTWARE LEASE AGREEMENT is entered into as of this 30th day of April, 2024 by and between DATA RECORDS MANAGEMENT SERVICES, LLC a Kentucky Limited Liability Company of 3445 Paducah Bank, Drive, Paducah, KY 42003, and ("Lessor") and Tim Shelton, of Anderson County, TN Register of Deeds ("Lessee"), per RFD #2428, Exhibit I.

RECITALS:

WHEREAS, Lessor is the owner of a suite of software products for managing public records (the Software); and

WHEREAS, Lessee desires to lease said Software from Lessor under the terms and conditions as stated in this Agreement;

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Software Lease. Lessor agrees to lease to Lessee a non-exclusive, non-transferable license to utilize the Software. The Software includes the executable computer programs and any related printed, electronic, and online documentation and any other files that may accompany the program. Lessee shall acquire no right, title or interest in or to the Software except as to the use as subject to the terms and conditions of this Agreement.
2. Hardware. If Lessee desires to lease hardware from Lessor, the terms of such lease shall be set forth on the attached Hardware Lease Addendum, as applicable. Lessor does not guarantee that its Software will be supported by hardware not leased from Lessor. If Lessee elects to provide its own hardware, Lessee shall maintain all manufacturer warranties and purchase extended warranties as needed to maintain all Lessee-owned hardware for the duration of this Agreement. Any repair, replacement, modification, or reconfiguration of Lessee-owned hardware by Lessor shall incur a service charge at the rate of \$175/hour, including travel with a four hour minimum. All leased hardware is for the exclusive use of DRMS software and affiliates.
3. Software Maintenance and Support. In addition to the lease of the Software, Lessee will receive all maintenance, updates and upgrades to the Software at no additional cost. Additional software options will be made available at an additional cost. Lessor will provide Lessee with telephone support for the installation, configuration, and operation of the Software. Additionally, Lessee will have access via telephone to the customer service employees and contractors of Lessor to obtain technical assistance during Lessor's normal business hours (excluding Lessor's recognized holidays). Lessor's contact information for services provided hereunder is as follows:



Phone: (877) 443 - 1610

Fax: (270) 443 - 1255

Email: support@drmsusa.com

Office Hours: Monday-Friday 8:00 AM CST – 5:00 PM CST (excluding DRMS recognized holidays)

Lessor will not be responsible for maintenance or repair of any hardware, unless such hardware is leased pursuant to the attached Hardware Lease Addendum or additional services are purchased insuring hardware maintenance.

4. Website Creation; Data Back-up. Lessor will provide website creation services, management, and updates as well as off-site back-ups of Lessee's data. Lessor utilizes synchronization from the website portal to create an off-site site back-up of Lessor's server to a joined server in the cloud. Additionally, Lessor provides shadow protect software that provides system back-up to the cloud for selected workstations (as identified by Lessee) and the server. Lessee agrees that Lessor shall have exclusive rights to bulk distribute public information, as well as to make such information available on Lessor's affiliated company website for sale at a low monthly subscription cost. Lessor agrees to manage all calls regarding public information provided on this website so as to minimize calls made to Lessee.

If Lessee elects not to participate in this service, Lessee shall be responsible for the additional costs associated with creating, managing, and protecting critical vital information with offsite back-ups and cloud back-ups. The additional costs will be determined by the amount of information contained within Lessee's system and provided as a separate quote to Lessee.

5. Licenses. Lessor agrees to obtain a separate license for each user of the Software. A minimum of two (2) licenses is required. **Users may not share licenses unless specifically purchasing a shareable license.**

6. Pricing/Payment. Lessee agrees to pay to Lessor the amount stated on the DRMS Pricing Exhibit attached hereto. Payments shall be due on or before the first day of the month.

Lessee agrees to timely pay all amounts due hereunder. Amounts 30 days past due will be subject to a service charge at the maximum rate of interest permitted by law until paid. Lessee shall be responsible for all costs and expenses incurred by Lessor in its enforcement of this Agreement, including but not limited to reasonable collection agency or attorney's fees and court filing fees. Lessor reserves the right to terminate Lessee's access to the Software in the event of nonpayment of any charges due.



7. Term/Termination. This Agreement shall take effect as of the date stated above and shall continue for a term of twenty-four (24) months (the Primary Term). Upon expiration of the Primary Term, this Software Lease Agreement shall have three (3) one (1) year renewal options, unless terminated by either party by providing written notice to the other party at least ninety (90) days prior to the expiration of the then-current term.

8. Upon termination of this Agreement, whether upon cancellation, expiration, or default, Lessee's access to the Software will terminate. DRMS will provide any new vendor by order of the Register of Deeds, a single complete download to receive the export of all information contained in the DRMS system. Additional requested exports will be provided at the non-discounted current hourly rate for IT professional services.

9. Default. The following shall be deemed events of default:
- a. Lessee fails to pay any amount required under this agreement within thirty (30) days after the same is due and payable;
 - b. Lessee fails to observe, keep or perform any of its other obligations under this Software Lease Agreement or any other Agreement between Lessor and Lessee;
 - c. Lessee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors.
 - d. Lessee, without Lessor's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, sublease or in any way dispose of the Software.

Upon an occurrence of an Event of Default, Lessor may immediately terminate this Agreement and take possession of the Software without demand or notice, with or without court order. Lessee hereby waives any and all damages occasioned by such retaking. Upon the occurrence of an Event of Default, the entire amount remaining under this Agreement for the then-current term shall be immediately due and payable. Additionally, Lessor shall have all such other remedies and rights as may be available at law.

10. Warranty.
- a. Lessor warrants that the Software is free from defects in material workmanship. In the event of any defects in material workmanship are discovered during the installation or upgrade of the Software, Lessor will repair such defects at its sole cost. Lessee acknowledges that patches and updates will be required during the term of this Agreement.
 - b. Lessee acknowledges that Lessor must rely on hardware and software manufacturers to provide accurate information regarding the integration of their products. If a manufacturer changes product versions and/or models affecting the operability of the Software provided herein, Lessor will work on Lessee's behalf to develop an alternative solution that meets Lessee's approval.



- c. Lessor shall be responsible solely for problems caused by changes to the configuration made by Data Records Management Services, LLC, its personnel, and subcontractors. Lessor shall not be responsible for problems arising as a result of the acts of Lessee, its agents or employees, or any third party.
- d. The warranties contained herein shall be conditioned upon the following:
 - i. Lessee's substantiation that the Software has been used and operated in accordance with such instructions as are given by Lessor to Lessee and within standard industry practice and has not been damaged as a result of negligence, tampering, accident or attempts to alter, modify, translate, decompile, disassemble or copy the Software;
 - ii. Customer's payment of all sums due and payable to Lessor;
 - iii. Customer's exclusive use of persons approved or authorized by Lessor to affect repairs.

11. Intellectual Property Rights. All intellectual property rights with respect to the Software are owned by Lessor. Lessee shall acquire no ownership interest in the Software through this Agreement.

12. Indemnity; Limitation of Liability. Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the Software violates the intellectual property rights of another.

Lessee acknowledges and agrees that neither Lessor nor its officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Lessor's provision of the Software under this Agreement, or any use of the Software by the Lessee or its employees; and Lessee hereby releases Lessor to the fullest extent from any such liability, loss, damage or claim.

In no event shall either party be liable to the other for any special, indirect, incidental, consequential, or punitive damages in any way arising out of or relating to this contractual relationship, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

13. Miscellaneous

- a. This Agreement will be governed by and construed and interpreted according to the substantive laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky with respect to all matters arising out of or related to this Agreement.



- b. This Agreement contains the entire agreement between Lessor and Lessee with regard to the Software and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both the Lessor and Lessee.
- c. Lessee shall not assign any part of this Agreement without prior written consent of Lessor.
- d. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.
- e. Any failure or delay by Lessor to exercise any right, power or privilege hereunder or to insist upon observance or performance of the provisions of this Agreement shall not operate or be construed as a waiver thereof.

The parties have executed this agreement as of the date above.

LESSOR:

LESSEE:

Data Records Management Services, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM

A handwritten signature in dark ink, appearing to read "N. Jay Yeager", is written over a horizontal line.

N. Jay Yeager
Anderson County Law Director



DRMS SOFTWARE PRICING EXHIBIT

Software

Software lease, maintenance, and support, including 5 administrators and 3 public workstations.
(Additional license fees per user/monthly: \$150/Administrators license and \$90/Public license)

IntelleSearch™ Essentials Annual Cost: \$39,600.00 (\$3,300.00/monthly)

- Fraud Alert (Free to the public)
- Secure cloud-based software
- Easy to use interface for checkout, indexing, and reporting needs
- Online public access for IntelleSearch™ for land records via subscription
- Maintenance/Support, data security, and automated updates
- Advanced AI Search Capabilities
- AI Intelligent Indexing
- Free public access to American Land Records via Anderson County Register of Deeds website

Additional Back Filing Fee (Utilizing AI IntelleIndex™): \$.05/document

One Time Fee: \$5,000.00

- Startup and Data Conversion
- AI integration of all existing images
- Report creation and validation
- Customization to index fields as needed
- Index validation
- Installation and Professional Training Services
 - 4 days in person training with 2 trained technicians

Billing: One-time fees will be applied at the time of completion of installation.

Lessee acknowledgement: _____ (initial)

Applicable sales and uses taxes are not included in the above prices. Any county, city, state, or federal sales or use tax applicable to this sale is the responsibility of Lessor. Tax-exempt agencies must file proper documentation supporting tax-exempt status with Data Records Management Services, LLC.



Tab 1: Proposed Solution

1. Data Records Management Services (DRMS) is proposing a solution of its own development in house, called IntelSearch™. This solution has multiple features including but not limited to:

- i. Intelligent Indexing assisted by AI (IntelleIndex™)
- ii. Ability to produce multiple reports for finances and data information
- iii. Efilng capable with all vendors
- iv. Cloud storage and backups every 5 seconds
- v. Most secure network that is CJIS compliant
- vi. Website searching of documents
- vii. Fraud alert system
- viii. Ability to write checks and Monitor accounting information
- ix. Land Records and Accounting packages included

2. IntelSearch™ is a cloud-based software that is available anywhere you have internet connection. It is a mobile friendly software that is compatible with any device. This will give not only the office but also title searchers and attorneys the ability to search for information on the website while on the go or working remotely.

3. Training/Installation: Installation will consist of cloud setup of accounts with all required users tied to the software. Conversion will begin at the time we receive data from current vendor. Depending on format and size, conversion of historical data will take 15-30 days to complete. After conversion and installation, 4 days of onsite Training will take place and consist of two team members from our IT department.

4. Personnel involved

- a. Rachael Spann – National Account Manager (Lead Account Contact):
270-556-3244 rachael.spann@drmsusa.com
- b. Trystan Gurrola – VP of Operations:
270-443-1610 trystan.gurrola@drmsusa.com
- c. Otis Ohnemus – Information Systems Manager – Head of IT:
270-443-1610 otis.ohnemus@drmsusa.com
 - i. Any required personnel for Customer Support



Tab 2: Vendor History/Experience

1. 22 years of experience (est. 2002) working with Land Records Management, Marriage License, Title Lien, Legal Records, Sheriff Taxes, Delinquent Taxes, Franchise Taxes, Attorney Taxes and Accounting.
2. Currently providing Land Records Management software solution to 28 County Clerks as well as various other software solutions to 39 total customers.
3. All DRMS employees are CJIS certified. DRMS also has its own Scanning staff through which we provide the option for customers to utilize our CJIS certified employees to handle their documents and information with the utmost care.
4. Proof of Financial Stability with two years of audited financial history attached.



Tab 4: Vendor Reference Forms

See attached 2 Vendor Reference Forms.

RFP#2428
Vendor Reference Form

Additional sheets may be used if needed. Anderson County thanks all references in advance for the time taken to provide the requested information.

Vendor Name: DATA RECORDS MANAGEMENT SERVICES (DRMS)

Contact Name & Title: Nathan Collins - County Clerk

Contact Phone Number: 606-387-5943

Contact Email Address: nathan.collins@ky.gov

Description of services provided:

DRMS integrated their Intellesearch AI software into our Legal Records program.
This allows us to search a word or phrase and the Intellesearch software will scan
through the images of all legal records and display the pages containing that word
or phrase. The Intellesearch software does this in a matter of seconds. This has been
an invaluable tool for us to be able to quickly and efficiently find legal records,
particularly court minutes.

Date Project Began: 12-27-2023

Date of Project Completion: 1-24-2024

Was the project completed on time? Yes

Was the project completed for the original price quoted? Yes

Did any problems arise and if so, how did the vendor handle them?

No problems arose during this project.

Would you hire the vendor again? Yes

Additional Comments:

DRMS has provided a multitude of varying services to my office aside from the Intellesearch software. A few examples of services DRMS has provided to me are scanning services, document indexing, land records recording software, delinquent tax software, and marriage license software to name a few. I have done business with DRMS for several years and will continue to contract them for projects in the foreseeable future.

Reference Signature:



Date: 4-5-2024

RFP#2428
Vendor Reference Form

Additional sheets may be used if needed. Anderson County thanks all references in advance for the time taken to provide the requested information.

Vendor Name: DRMS

Contact Name & Title: CHRIS WAUGH – FLOYD COUNTY CLERK

Contact Phone Number: (606) 886-3816

Contact Email Address: chrisd.waugh@ky.gov

Description of services provided:

DRMS Provides the Floyd County Clerk's Office with the software for all our recording and indexing of legal documents and also provides the software for our Delinquent Tax Department.

Date Project Began:

Date of Project Completion: The update to our Software begin on 12-04-23 and completed on 12-08-23.

Was the project completed on time? Yes

Was the project completed for the original price quoted? Yes

Did any problems arise and if so, how did the vendor handle them?

DRMS has the best Customer Service Department that I have experienced in my 24 years as being County Clerk. They are friendly and very helpful and most importantly if there is a problem they fix it and they fix it fast.

Would you hire the vendor again? **ABSOLUTELY!!!**

Additional Comments:

I have used DRMS for several years and just recently upgraded my software to include IntelSearch in which my staff said it was great.

Reference Signature:

Chris Waugh

Date: April 08, 2024



Tab 5: Pricing

See attached.



DRMS SOFTWARE PRICING EXHIBIT

Software

Software lease, maintenance, and support, including 2 administrators and 3 public workstations.
(Additional license fees per user/monthly: \$150/Administrators license and \$90/Public license)

IntelSearch™ Essentials Annual Cost: \$39,600.00 (\$3,300.00/monthly)

- Fraud Alert (Free to the public)
- Secure cloud-based software
- Easy to use interface for checkout, indexing, and reporting needs
- Online public access for IntelSearch™ for land records via subscription
- Maintenance/Support, data security, and automated updates
- Advanced AI Search Capabilities
- AI Intelligent Indexing

Additional Back Filing Fee (Utilizing AI IntelIndex™): \$.05/document

One Time Fee: \$5,000.00

- Startup and Data Conversion
- AI integration of all existing images
- Report creation and validation
- Customization to index fields as needed
- Index validation
- Installation and Professional Training Services
 - 4 days in person training with 2 trained technicians

Billing: One-time fees will be applied at the time of completion of installation.

Lessee acknowledgement: _____ (initial)

Applicable sales and uses taxes are not included in the above prices. Any county, city, state, or federal sales or use tax applicable to this sale is the responsibility of Lessor. Tax-exempt agencies must file proper documentation supporting tax-exempt status with Data Records Management Services, LLC.



Tab 6: Additional Required Forms

See Attachments 1-5, attached.

Attachment 1

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 KentuckyCOUNTY OF McCracken

I state that I am (Title) VP of Operations of (Name of My Firm) Data Records Management Services LLC 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) Data Records Management Services LLC, 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) Data Records Management Services LLC 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

VP of Operations
Title

Sworn to and subscribed before me this 2nd day of April, 2024

Sandra Edwards
Notary Public

My commission expires: 11/19/27

Attachment 2



DIVERSITY BUSINESS INFORMATION

N/A

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

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Data Records Management Services
Vendor Name

3445 Paducah Bank dr
Vendor Address

Paducah
City

ky 42003
State Zip

Telephone Number 866-443-1610

Rachael Spann
Lead Contact Person (Please Print)

Rachael.Spann@drmsusa.com
E-Mail Address

Taxpayer Identification Number, Social Security or
Employer Identification Number:

20-2328564

State of Tennessee Business License Number:
License # _____

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

Authorizing Signature:


(Please sign original in blue ink)

Attachment 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.

Data Records Management Services LLC
Vendor Name

Rachael Spenn
Bid Representative Name (Please Print)


Authorized Signature

4/1/2024
Date



DATAREC-01

JMORGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

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 Maverick Insurance Group, LLC 3235 Olivet Church Road, Suite B Paducah, KY 42001		CONTACT NAME: PHONE (A/C, No, Ext): (270) 450-0828 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Data Records Management Svcs Ben Gurrola P.O. Box 7256 Paducah, KY 42002		INSURER A: Hartford Casualty Insurance Company 29424 INSURER B: Hartford Accident and Indemnity Company 22357 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		33SBAAF1981	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	33WECAA9PCZ	12/31/2023	12/31/2024	<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)

BID 2428

CERTIFICATE HOLDER

CANCELLATION

Anderson County Government 100 N Main Street Ste 214 Courthouse Clinton, TN 37716	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeanne Morgan</i>
--	---

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: DATAREC-01

JMORGAN

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Maverick Insurance Group, LLC		NAMED INSURED Data Records Management Svcs Ben Gurrola P.O. Box 7256 Paducah, KY 42002	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**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)

4/1/2024
 Date

Data Records Management Services LLC
 Contractor or Company Name (print)

EQUIPMENT SALES AGREEMENT					
BILLING INFORMATION			SHIPPING INFORMATION		
COMPANY NAME: Anderson County Government			COMPANY NAME: SAME		
ADDRESS: 100 N. Main St. Room 111			ADDRESS:		
CITY: Clinton	Tn	37716	CITY:	STATE:	ZIP:
COUNTY: Anderson			COUNTY:		
CONTACT: Kim Bunch			CONTACT:		
BILLING EMAIL: kbunch@andersoncountyttn.gov			DELIVERY EMAIL:		
PHONE #: 865-457-6226		FAX #:	PHONE #:		FAX #:
PO # if needed:			PRODUCT ORDER VIA WEBSITE?		
PAYMENT IS DUE ON DELIVERY					
Qty	Brand/Model	Equipment Description	Customer Location	Item Part #	Price
1	Epson	C579R - LB	Copy Room	C11CG77201-LS	
1		500 Sheet Tray		C12C932871	
1		Ink Maint Box		T671600	
		Medium Cabinet		C12CFM7067	
CONTRACT COMMENTS				Sub Total	
60 Month FMV Lease @ \$78.66 per month. Lease price includes ink and 500 mono prints and 0 color prints per month. All overages will be bill at \$0.02 for mono and \$0.05 for color prints. Please see separate document for Maintenance Agreement				Tax	
				Delivery	
				Install & Train	
				TOTAL	
				Less Deposit	
TRADE-IN Information:				Less TRADE-IN	
				BALANCE DUE	
Customer Signature X <i>Jeff Cole</i>		Date <i>5/31/2024</i>		Print Customer Name <i>Jeff Cole</i>	
Salesperson		Sales Rep ID		Sales Manager Approval	
Purchase Order #		Check #		Service Manager Approval	
Leasing Company		Term		Purchase Option	Pmt. Amt \$
SPECIAL INSTRUCTIONS:					

TOTAL COVERAGE & PURCHASE TERMS & CONDITIONS

NuCycle Toner & Ink and the undersigned (herein known as Client), by signing this agreement, agree and intend to be bound by the terms hereof, including the terms and conditions stated below, which are made part of this agreement. Client agrees to purchase in accordance listed items with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by both parties. This agreement is not transferable.

Other than the obligations set forth herein, NuCycle disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for a particular purpose. NuCycle shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages of loss of profits allegedly resulting from the breach of any warranty or guarantee, damages arising out of the use or performance of the equipment, the loss of the use of equipment or any other alleged breach. Notwithstanding anything herein to the contrary, Client agrees to bear all risk of theft, loss or damage, with respect to all equipment, supplies or other items after delivery to Client. NuCycle shall not be liable for failure due to delays occasioned by causes beyond the control of NuCycle including without limitation, strikes, delays by shippers or common carriers, accidents, governmental acts, or acts of God.

DEFAULT—If customer shall fail to pay any fees as herein provided when the same is due and payable, or if Customer should otherwise breach any provision of this agreement, or if Customer becomes Insolvent or if a Receiver shall be appointed for Customer, or any proceeding be instituted by or against Customer under any of the provision of the Act of Congress relating to Bankruptcy, as amended, or if any judgment, writ or warrant of attachment shall be entered or filed against the Customer, NuCycle at its option may by notice to the Customer declare the entire unpaid balance and all taxes and other sums payable by Customer hereunder to be immediately due and payable. Customer shall pay all costs and counsel fees incurred in collecting, or attempting to collect, any sums owed under this agreement. The remedies herein provided in favor of NuCycle shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of NuCycle in existing in law, equity or bankruptcy.

Client acknowledges that there is NO SERVICE, of any kind, provided as part of this sale agreement. Any needed service will be billable at NuCycle's then current Service Rate unless a Service Agreement is put into place under a separate agreement document.

Agreement accepted by:

Client Signature

Title

Date

NuCycle Toner & Ink Representative

Title

Date

APPROVED AS TO LEGAL FORM

N. Jay Yeager
Anderson County Law Director



GRANT AMENDMENT

Agency Tracking # NA	Edison ID 51638	Contract # 51638	Amendment # 1
Contractor Legal Entity Name Anderson County Government			Edison Vendor ID 4143
Amendment Purpose & Effect(s) Revises Contract Scope, Revises Clauses			
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2026	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00
Funding —			
FY	State	Federal	Interdepartmental
FY24		\$67,000.00	
FY25		\$67,000.00	
FY26		\$67,000.00	
TOTAL:		\$201,000.00	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		OCR USE	
Speed Chart FA00003428		Account Code County - 71301000	

**AMENDMENT ONE
OF GRANT CONTRACT 51638**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
 - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

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

Amendment Effective Date. The revisions set forth herein shall be effective 7/1/2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

<hr/>	
GRANTEE SIGNATURE	DATE
Terry Frank, County Mayor	
<hr/>	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

DEPARTMENT OF FINANCE AND ADMINISTRATION:

<hr/>	
JIM BRYSON, COMMISSIONER	DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE STOP
 OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Anderson County Government Federal ID Number (FEIN): 62-6000477 DUNS Number: 074901612 SAM Expiration Date: 11/6/2024 Fiscal Year End Date: June 30		Implementing Agency: Name: Anderson County Government Address: 301 Broadway Ave Oak Ridge, TN 37830-5440	
Will You Have Any Subcontracts? No			
Project Title: DV Court			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Terry Frank, County Mayor 100 N. Main Street Clinton, 37716-3683		Phone Number: (865) 457-6200 EXT:	E-Mail Address: tfrank@andersontn.org
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Melissa Miller, Executive Director 301 Broadway Ave Oak Ridge, 37830-5440		Phone Number: (865) 298-3129 EXT:	E-Mail Address: mlmiller@fjcanderson.org
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) John Prince, Grant Coordinator 100 N. Main Street Ste 210 Clinton, 37716-3683		Phone Number: (865) 457-6202 EXT:	E-Mail Address: jprince@andersoncountyttn.gov
County/Counties Served (Type ALL if Statewide): Anderson			
U.S. Congressional District(s): 3			

Scope of Services/Project Narrative Domestic Violence Court Grant

PROJECT TITLE: Domestic Violence Court

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Problem Description – What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography.

Anderson County, situated in East Tennessee and encompassing a 345 square mile region, has a mix of rural and urban areas and a population of 77,576 residents. 78.8% of which are 18 and older, 21.2% are over the age of 65, and 51% are female. The racial composition is 91.6% white, 4% black or African American, 1.4% Asian, and 3.5% Hispanic or Latino.

Domestic violence in Anderson County has been a problem for many years, but the county has shown a coordinated effort in combating it through a variety of means. However, we still see that coordination could be improved and a greater number of victims can be better served through the creation of a DV Court. Currently, all domestic violence cases are being heard in Sessions I and Sessions II Courts. This means that victims are forced to testify about the abuse they have suffered not only in front of their abuser but also in front of a courtroom full of individuals who are in court for reasons other than domestic violence. Domestic Violence courts are specialized in addressing the complex issues presented in domestic violence cases and recognize that victim safety is just as important as offender accountability. Since most domestic violence victims have a deep fear of the court process - these cases are deeply personal, and we find that many victims do not want to appear in court due to concerns about their privacy. Sharing such deeply personal experiences in front of large groups of people is intimidating and overwhelming. By having a dedicated docket day for domestic cases, victims would be less fearful and more likely to follow through with cases resulting in higher prosecution rates, increased offender accountability, and more safety for victims.

In fact, according to the Domestic Violence Docket Process and Recidivism Report published in 2015 on behalf of the State of Maine Judicial Branch "interviewees consistently stated the best thing about the domestic violence docket was having all the players in one room because it ensured everyone—including the offender—was on the same page. This was identified as the number one factor in increasing accountability for domestic violence offenders over those who were not required to participate in a domestic violence docket. Interviewees also stated a need for more training, not only specific to domestic violence dockets but on domestic violence in general, particularly for those who do not receive such training as part of their professional requirements."

This would also ease the burden placed on the Domestic Violence Prosecutor who is currently required to be in a General Sessions courtroom four days a week working domestic cases. Having a dedicated number of days specifically for domestic cases would allow her more time to work with her support team: the victim-witness coordinator, the FJC staff, and their partner agencies, and to form a more meaningful relationship with victims of domestic crimes which will

enhance the likelihood of them being willing to come to court and testify against their perpetrator. Since the funding of a domestic violence prosecutor, she has worked over 628 cases. The victim-witness coordinator has also worked with 319 cooperative victims. The number of cooperative victims could increase if they had greater access to the prosecutor, who would have more time to work with them, should she be in court fewer days each week.

The Anderson County Family Justice Center (ACFJC), which opened in July of 2021, has reported a marked increase in the number of victims they have served. In their first year open and operational they served 187 clients. They are currently on track to serve nearly double that number, serving 168 in the first half of this fiscal year. ACFJC staff alone helped with 48 ex-parte order of protection requests (this does not include the YWCA ex-parte numbers) in FY21-22 and have assisted in 23 in the last three months of the new fiscal year (again does not include the YWCA's assistance on site).

Having dedicated court dates for domestic cases would also be highly beneficial for victims as it would make it a lot easier for support staff who work with victims to always be in court surrounding the survivor with support in the courtroom and out. For example, the victim-witness coordinator, an advocate from an advocacy program like the YWCA, and FJC staff could be available to share/provide resources for victims in the courtroom. The Bureau of Justice has identified the coordinated approach of surrounding a victim with services as the best way to keep victims from returning to violence, while also increasing the likelihood of prosecution, as the victim feels heard and supported. This helps achieve that goal in coordination with the ACJFC, while not being in the ACFJC building.

It is also well-known that interventions for offenders are limited in Anderson County. Through probation, perpetrators can sometimes be ordered to participate in anger management classes, but these are not shown to have meaningful results. We do have many victims who request a perpetrator be required to attend a Batterer's Intervention Program (BIP). Many maintain the hope that with education, change is possible. The only program available is in Knoxville and, due to transportation or financial barriers, a trip to Knoxville consistently is not feasible. It would be beneficial to study the outcomes of BIP and investigate the possibility of getting a program started in Anderson County to assist these families seeking additional support.

Therefore, the purpose of this grant is to continue providing an individual, DV Court Coordinator to assist the court with probation and BIP concerns relating to offender accountability and increasing victim safety.

PURPOSE

- Goal 1: Increase offender accountability.
- Objective 1.1: Mandate defendants/respondents to attend a Certified Batterer's Intervention Program when ordered by the court.
- Objective 1.2: Impose swift penalties for noncompliance.
- Objective 1.3: Mandate defendants/respondents to complete mental health and/or alcohol and drug assessments and follow any recommendations.

- Goal 2:** Enhance safety for victims and their children by strengthening support systems.
- Objective 2.1:** Connect victims to advocacy services within the community.
- Objective 2.2:** Increase victims' satisfaction with the court process.
- Objective 2.3:** Increase the number of firearm declaration forms completed by defendants/respondents.

ACTIVITIES

- Objective 1.1:** Mandate defendants/respondents to attend a Certified Batterer's Intervention Program when ordered by the court.

Activities: The Anderson County DV Court Coordinator will provide each defendant/respondent whom the court orders to attend a BIP with the appropriate BIP registration information. The DV Court Coordinator will also track those who are ordered to attend and follow up with the BIP Program.

- Objective 1.2:** Impose swift penalties for noncompliance.

Activities: The DV Court Coordinator will work to develop a compliance review docket. At each compliance docket, the judge monitors each defendant/respondent for compliance with orders to BIP and any other orders to comply with supervised and unsupervised probation.

- Objective 1.3:** Mandate defendants/respondents to complete mental health and/or alcohol and drug assessments when necessary and follow any recommendations.

Activities: The Anderson County DV Court Coordinator will notify the service provider(s) of the court-ordered mental health and/or alcohol and drug assessment(s) and provide defendants/respondents with instructions and intake appointments. The DV Court Coordinator will track for compliance with assessment(s) and verify the completion of any requirements.

- Objective 2.1:** Connect victims to advocacy services.

Activities: The Anderson County DV Court Coordinator will connect all victims of domestic violence in need of services to the Anderson County Family Justice Center for orders of protection and other service provides.

Objective 2.2: Increase victims' satisfaction with the court process.

Activities: The Anderson County DV Court Coordinator will handle all domestic violence cases within the Anderson County General Sessions Court, including civil and criminal actions. The DV Court Coordinator will communicate with FJC and DV service providers to inquire as to the needs and wishes of victims regarding the court process.

Objective 2.3: Increase the number of firearms declarations forms completed by defendants/respondents.

Activities: The Anderson County DV Court Coordinator will provide firearms declaration forms and completion instructions to defendants/respondents. The DVCC will then examine and verify the completed form is filed within the 48-hour requirement by law.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

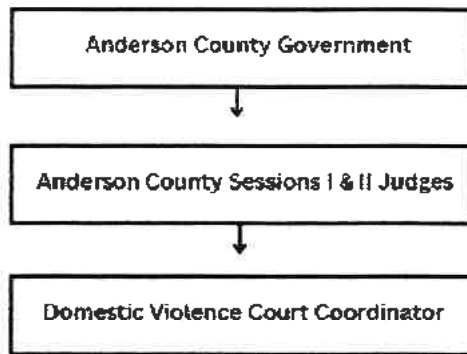
Activity/ Output	Position of Person Completing	Due Date for Completion
Develop a 2024-2025 and 2025-2026 DV Court Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025
Develop a DV Court Core Team Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (monthly meetings)
Develop a DV Court Stakeholder Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (Quarterly meetings)
Begin coordinating with Anderson County Chancery Court, implementing DV Court procedures	DV Court Coordinator	Ongoing
Maintain contact with BIP Facilitators regarding referrals and compliance	DV Court Coordinator	Ongoing
Maintain contact with Probation Department regarding compliance	DV Court Coordinator	Ongoing
Continue contact with service providers regarding completion	DV Court Coordinator	Ongoing

of assessment(s) and recommendations		
Develop and maintain the DV Court Docket	DV Court Coordinator	Ongoing
Process and handle all domestic violence case paperwork	DV Court Coordinator	Ongoing
Attend CCR	DV Court Coordinator	Monthly when available
Maintain secure Excel spreadsheet accessible only to DV Court	DV Court Coordinator	Ongoing
Complete STOP Grant Reports	DV Court Coordinator	July 19, 2024 July 19, 2025

INPUTS

In order to make this project successful, we must have funding for the Domestic Violence Court Coordinator along with the funds to cover their needs (supplies) to complete their job requirements, travel and training funds for that position and core team, the support of county government and core team members.

ORGANIZATIONAL CHART



Anderson County Courts, Sessions I & II Domestic Violence Court Coordinator Job Description

Job Title: Domestic Violence Court Coordinator

Immediate Supervisor: Judge Bowling & Judge Tuck

Position Summary

This position has been designed to maintain the DV Court docket, civil compliance, and criminal docket in relation to domestic violence cases. The DV Court Coordinator is responsible for the reporting associated with this position and is under the supervision of Anderson County General

Sessions Judges Bowling and Tuck. Duties include, but are not limited to: convening meetings of the Domestic Violence Court Core Team and Stakeholders; drafting and revising DVC policies and procedures; completing grant goals and objectives according to proposed timelines; implementing innovative court programs related to improving the response to domestic violence; ensuring compliance with all grant requirements; compiling statistics and preparing all grant reports; coordinating services with local agencies and partners; revised orders, and special bail conditions to dispatch for entry; continue working toward the implementation and completing all other tasks and duties as assigned and required. This is a full-time position (40 hours per week).

Specific Responsibilities

- Ensures completion of grant goals, objectives, and requirements
- Compiles data/statistics and prepares all grant reports
- Maintains DV Court docket, all offender compliance, and criminal docket relating to DV cases
- Provides each respondent and offender mandated to BIP with the appropriate BIP registration information
- Contacts and coordinates with BIP providers regarding BIP referrals and compliance
- Contacts the probation department regarding compliance
- Provides each respondent and offender mandated to obtain mental health and/or alcohol drug assessment(s) with appropriate information
- Contacts and coordinates with service providers regarding mental health and/or alcohol and drug assessment(s) and compliance
- Develops the DV court schedule, stakeholder meeting calendar, and core team meeting calendar
- Processes and maintains all domestic violence case paperwork
- Connects any victims of DV in need of services to the Anderson County Family Justice Center (FJC) for Orders of Protection and linkage to service providers
- Communicates with the FJC and DV court providers regarding the needs and wishes of victims regarding the court process
- Participates in the Anderson County Coordinated Community Response Team
- Performs other duties as directed by Anderson County General Sessions Judges Bowling and Tuck

Preferred Knowledge, Skill, and Qualifications

- Experience in working with individuals and families
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice professionals, social service agencies, and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.
- Knowledge of the criminal justice and social service system.
- Skill in problem-solving, decision-making, and conflict resolution.
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

Minimum Training and Experience

- Prefer a history that reflects a commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims/survivors of crime).
- Prefer an associate or bachelor's (preferable) degree in psychology, social work, or related field, OR have experience (paid or unpaid) working in the non-profit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.

<p align="center">Domestic Violence Court Coordinator Supervisors: Judge Bowling & Judge Tuck</p>
--

Position Summary

The Domestic Violence Court Coordinator (DVCC) supervisors are primarily responsible for monitoring the activities of the Domestic Violence Court Coordinator. This supervision will be documented for time-tracking purposes, as this time will be used as a grant match. In this role the Judges will attend meetings with the DVCC to ensure compliance with grant activities, they will attend meetings related to the DVCC position and the Domestic Violence Court Docket, as well as meetings with the DVCC planning team/steering committee. The supervisors may document time spent on in-person meetings, as a group or one-on-one, concerning the position, or via online means. Time spent on emailing, calls, or other related supervision activities can and will also be tracked to ensure the match is correctly documented for monitoring purposes.

GRANT FUNDING ADVISEMENT

This position is funded by a grant from Office of Criminal Justice Programs and expires June 30, 2026. Continued funding may become available based on program results.

DATA COLLECTION PROCEDURE

The DV Court Coordinator will track all DV civil and criminal cases and outcomes in a locked Excel spreadsheet accessible only by the DV Court and County Clerk staff. The DV Court Coordinator will develop the appropriate surveys and questionnaires to obtain the "thoughts/opinions" of professional court participants/attorneys, domestic violence victims, and service providers regarding a domestic violence court. Those results will be presented to the core team, the CCR Team and to OCJP as requested.

COLLABORATION ACTIVITIES

The DV Court Coordinator will collaborate with: Anderson County General Sessions Clerk (Rex Lynch, Clerk; 865-463-6821), Anderson County Family Justice Center (Melissa Miller, Executive Director, 865-298-3129), 7th Judicial District Attorney General's Office (General Dave Clark 865-457-5640, ADA DVP Elaine Herrera, 865-457-5640), Anderson County General Sessions Division I (Judge Victoria Bowling 865-264-6323), Anderson County General Sessions Division II (Judge Matthew Tuck 865-482-0081), Anderson

County Sheriff's Office (Russell Barker, Sheriff; 865-457-6255), Clinton Police Department (Vaughn Becker, Chief; 865-457-3112), Norris Police Department (Michael Poole, Chief; 865-494-0880), Oliver Springs Police Department (David Laxton, Chief; 865-435-7274), Rocky Top Police Department (John Thomas, Chief; 865-426-7404) and the Anderson County Mayor's Office (Terry Frank, Mayor; 865-457-5400), Anderson County Public Defender's Office (Ann Coria, District Public Defender; 865-457-0006), Healing the Home BIP (Seema Singh 865-443-3980), New Purpose (Chris Tackett and Alan Roberts, 865-264-4455), Ridgeview Behavioral Health (Nathan Zieger and Michael Yates 865-482-1076), and PSI Probation (Chad McNabb, Director; 865-463-7885) to maintain a strong team relationship. These relationships are instrumental in assessing the needs and establishing an implementation plan. The DVCC will also collaborate with all members of the CCR Team, ACFJC Collaborative, and will attend all regularly scheduled meetings.

INTENDED OUTPUTS (Products)

Increased accountability for offenders through required attendance to BIP, completion of mental health and/or alcohol and drug assessments and recommendations, DV probation and developing a scheduled compliance docket.

Increased safety for victims of domestic violence by having a smaller docket and fewer people present in the courtroom. Increased safety will also come with the additional oversight of perpetrators by the BIP, probation, service providers, and the regular reviewing of cases.

INTENDED OUTCOMES (Results)

The intended outcome of this project will be to have a successful domestic violence court that focuses on offender accountability and victim safety.

UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and **O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts** (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 **Aftermarket Auto Parts** for the County Per Bid #2443, 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 by: **Bid #2443, Exhibit 1.** Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2029.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with Contractor's negligent performance of this agreement, or the negligent performance of Contractor's services under this Agreement.

Default. In the event of default by either party hereto, the nonbreaching party may bring suit against the breaching party 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.

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 furnished hereunder shall be furnished with all available and applicable warranties supplied by the manufacturers. In addition, Contractor warrants to the best of the Contractor's knowledge that 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. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto insurance through the Contractor's blanket Additional Insured endorsement. 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.

COPY

24.043

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

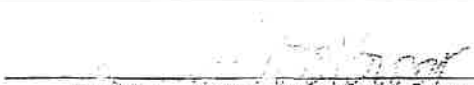
Bid #2443

Date Issued: April 25, 2024

**Bids will be received until
2:30 p.m. Eastern Time on May 14, 2024**

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 Aftermarket Auto Parts (Re-Bid). Bidders are to provide one original and two copies.

Bids must be in sealed envelopes with the Bid # clearly labeled.

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

Bid #2443 Aftermarket Auto Parts

Anderson County is seeking bids for Aftermarket Auto Parts in order to establish a contract for the period of July 1, 2024 through June 30, 2029.

Delivery shall be free and same-day. The discount shall apply to all products sold by the vendor.

The County reserves the right to award to multiple vendors.

Vendor Name: O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

% Discount off ^{List*}~~Walk-In~~ price: List less 41% or better

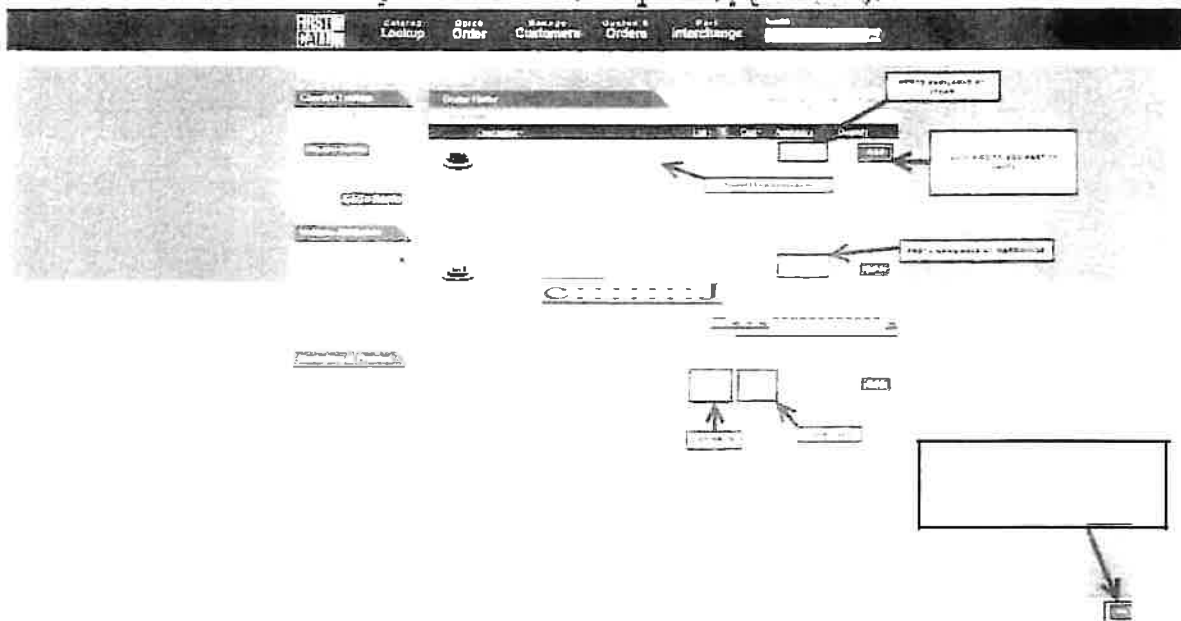
*Minimum guaranteed discount is 41% off of List. Many product lines have discounts greater than 41%. Discounts will be held firm. Unit price are subject to change, up and down, without notice, based on costs from manufacturers and market fluctuations. List price appears for each item on every invoice and in the online customer catalog at www.firstcallonline.com for easy verification of discount. Walk-in price does not appear on invoices except for walk-in (or retail) customers. Unit price on invoices and in online catalog will be after all applicable discounts except for the 2% prompt payment discount available to all qualifying monthly-pay accounts. Monthly-pay accounts must be in good standing and able to pay their monthly statement, less 2%, by the 10th day of the following month via check or ACH/EFT payment. Prices are updated daily, as needed. See attached Pricing/Catalog and Line Card document.

Pricing/Catalog

In place of printed price sheets, O'Reilly Auto Parts would like to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

- 1) Please navigate your browser to www.firstcallonline.com
- 2) Log into the customer portal
- 3) From this point you can look up parts by application, interchange, etc.
- 4) For any technical assistance please call: 1-800-934-2451.

The catalog discount will be list price less 41% or better. The cost column will reflect the purchasing entity's price with all discounts.



Warranty

O'Reilly will pass through all available manufacturer's warranties. Because all O'Reilly store locations are corporately owned, warranty claims and replacements can be processed at any O'Reilly Auto Parts location. Warranty details are provided for each part in the online catalog.

Transportation Terms

Delivery and "hot shot" services available at no charge. Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

Payment Terms and Invoices

Standard terms for Prompt Payment Discount are 2% 10% net 20 excluding credit card payments.

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

Core Charges

Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price.

Delivery Time

Normal delivery time for most stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and is unused, undamaged, in its original packaging and in resalable condition. Otherwise, a restocking fee of 20% may apply at Store Manager's discretion. All returns will be picked up within seven days of notification, by writing, fax, or email.

Attachment 1
BID NUMBER: 244j - Aftermarket Auto Parts

SECTION I - BID INFORMATION

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

Addenda 1 ☐ Addenda 2 ☐
 Addenda 3 ☐ Addenda 4 ☐

SECTION Z - VENDOR INFORMATION

O'Reilly Auto Mobile Sales, Inc. db O'Reilly Auto Parts
Vendor Name

626 N. Charles Seivers Blvd

Vendor Address

Clinton

City

Tennessee

37716-3839

State

Zip

Telephone Number (866) 457-0379 or 457-0325

Dave Edinger, Store Manager

Lead Contact Person Please Print

POs: purchaseorders@oreillyauto.com

Bid_orders@oreillyauto.com

E-Mail Address

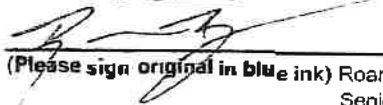
**Taxpayer Identification Number, Social Security or
 Employer Identification Number:**

44-0618012

**State of Tennessee Business License Number
 License#** 0105197048

I agree to abide by all terms and Conditions or terms
 Invitation to Bid and certify that I am authorized to sign
 this bid for the vendor. Failure to include any
 information mentioned in bid or to comply with
 these bid instructions may result in a loss of bid or void
 entire bid. Sign log this form affirming that the original
 Invitation for Bid document has not been altered in any way.

Authorizing Signature:



**(Please sign original in blue ink) Roanen Barron
 Senior Bid Analyst**

I would like to amend the following information to the
 Purchase Order provision in the sample contract file as
 awarded again so that it would read: "A Purchase Order must
 be in place and the ordering account kept current before
 commodities are delivered."

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: O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

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 ____ %

☐ D Other_ % _____ (please indicate)

Please name the entity of certification: N / A

Please provide copy of certification letter or certificate

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

Signature, _____

OFFICER OF THE COMPANY

Name: Roanen Barron

Title: Senior Bid Analyst

NOTARY ACKNOWLEDGEMENT:

STATE OF Missouri

COUNTY OF Greene

ON May 9th

20

BEFORE ME Amanda Heinz

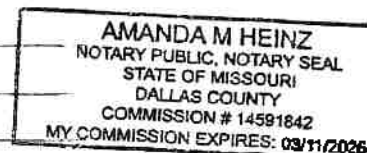
PERSONALLY APPEARED Roanen Barron (PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: Amanda Heinz

MY COMMISSION EXPIRES: 03/11/2026



**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. | [81] | Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | 1:8:1 | Commercial General Liability | \$500,000 peroccurrence
\$1,000,000 aggregate |
| | | <input checked="" type="checkbox"/> Occurrence Form Only | |
| | | <input checked="" type="checkbox"/> Include Premises Liability | |
| | | <input checked="" type="checkbox"/> Include Contractual | |
| | | <input checked="" type="checkbox"/> IncludeXCU | |
| | | <input checked="" type="checkbox"/> Include Products and Completed Operations | |
| | | <input checked="" type="checkbox"/> Include Personal Injury | |
| | | <input checked="" type="checkbox"/> Include Independent Contractors | |
| | | <input checked="" type="checkbox"/> Include Vendors Liability | |
| | | <input checked="" type="checkbox"/> Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> | Business Auto | |
| | | D Include Garage Liability | |
| | | D Include Garage Keepers Liability | |
| | | — Copy of Valid Driver's License | |
| | | — Copy of Current Motor Vehicle Record | |
| | | Z Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> | Crime Coverages | |
| | | D Employee Dishonesty | |
| | | D Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | | D Builders Risk | |
| | | D Inland Marine | |
| | | D Transportation | |
| 6. | | Performance Bond Required - A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 124-201. This <u>MUST</u> 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.

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Vendor Name

Authorized Signature

Roanen Barron, Senior Bid Analyst

Bid Representative Name (Please Print)

5/9/2024

Date

*See attached proof of insurance. Current COI should have been received in March of 2024.

Memorandum of Insurance

Exhibit 03/01/2024

PRODUCER

Mr. [Redacted]
[Redacted]
[Redacted]
[Redacted]

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED ISSUERS OF POLICY INFORMATION AND CONFIDENTIALITY. ANY OTHER USE OF THIS MEMORANDUM OTHER THAN THAT AS PROVIDED FOR IN THE POLICY IS UNAUTHORIZED. THIS MEMORANDUM DOES NOT REPRESENT OR WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE ISSUING COMPANY. IT IS NOT TO BE DISTRIBUTED OR REPRODUCED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ISSUING COMPANY.

INSURED

[Redacted]
[Redacted]
[Redacted]

COMPANIES AFFORDING COVERAGE

COMPANY A [Redacted]
COMPANY B [Redacted]
COMPANY C [Redacted]
COMPANY D [Redacted]

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF A RATE [Redacted] ARE SUBJECT TO THE INSURANCE POLICY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE POLICIES ARE SUBJECT TO THE INSURANCE POLICY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE POLICIES ARE SUBJECT TO THE INSURANCE POLICY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

GENERAL LIABILITY

TYPE OF INSURANCE	INSURANCE COMPANY	INSURANCE POLICY	INSURANCE POLICY	INSURANCE POLICY
GENERAL LIABILITY	[Redacted]	[Redacted]	[Redacted]	[Redacted]
GENERAL LIABILITY	[Redacted]	[Redacted]	[Redacted]	[Redacted]
GENERAL LIABILITY	[Redacted]	[Redacted]	[Redacted]	[Redacted]
GENERAL LIABILITY	[Redacted]	[Redacted]	[Redacted]	[Redacted]

WORKERS COMPENSATION

INSURANCE COMPANY	INSURANCE POLICY	INSURANCE POLICY	INSURANCE POLICY
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

INSURANCE COMPANY	INSURANCE POLICY	INSURANCE POLICY	INSURANCE POLICY
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

ADDITIONAL COVERAGE

INSURANCE COMPANY	INSURANCE POLICY	INSURANCE POLICY	INSURANCE POLICY
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

ADDITIONAL INFORMATION

INSURANCE COMPANY	INSURANCE POLICY	INSURANCE POLICY	INSURANCE POLICY
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

**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 member, 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.

[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.

4 - 217
 Ro_anen Barron, S. 9RjPi Bid Analyst 5/9/2024
Contractor or pifuy Representative (signature) Date

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Contractor or Company Name (print)

P:\DEPT\m PURCHASING AGENT PROCEDURES\FORMS\Bid rms\Attachment 5 - Conflict of Interest Form.doc

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 MissouriCOUNTY OF Greene

O'Reilly Automotive Stores, Inc.

I state that I am (Title) Senior Bid Analyst of (Name of My Firm) dba O'Reilly Auto Parts 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) O'Reilly Auto Parts 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:

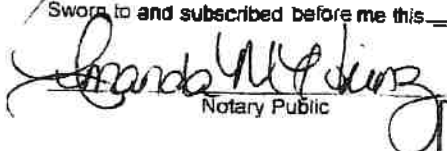
I state that (Name of My Firm) O'Reilly Auto Parts understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in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


Representative's Signature

Rohan Barron, Senior Bid Analyst
Title

Sworn to and subscribed before me this _____

W _____


Notary Public

My commission expires. 09/11/2026

AMANDAM HEINZ
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
DAUAS COUNTY
COMMISSION# 14591842
MY COMMISSION EXPIRES: 03/11/2026

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.



To : Tim Shelton
From: Brandon Deal
Date: 5/29/2024
Re: Quote for TM-355 MFP Z36

Please find a quote for the TM-355 below, as well as the language that must be included on purchase order for the OMNIA Contract.

"Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for Customer's [or Buyer's] administrative convenience and any terms and conditions on this purchase order which conflict with or vary from the terms contained in Agreement # 2020002755 between Canon Solutions America, Inc. and The University of California, shall be deemed null and void."

Line Qty	Item Code	Description
1	6244C007	36IN IMAGEPROGRAF TM-355 MFP Z36 PRINTER SET
1	4416V545	CSA IMAGEPROGRAF TM MFP INSTALL PAK. (WTS SERVICE TERRITORIES ONLY)

60 Month FMV lease

\$170.28 per month

Term: 7/1/2024 - 6/20/2029

University of California Systems – Exhibit 2, Pricing for Contract #202002755

Omnia Partners Participating Agencies

Sort Key	Category	Product Family	Item Grouping	Product	60 month Lease
2049	3056C029	Large Format – 5 Color Plotter	Machine	36 Inch Imageprograf TM-305 MFP Z36	\$152.98
2048	3056C029	Large Format – 5 Color Plotter	Machine	36 Inch Imageprograf TM-305 MFP Z36	\$102.98



**Print Good and Services UC Systemwide
Executive Summary**

Lead Agency: University of California

Solicitation: # 001811-FEB2020

RFP Issued: April 21, 2020

Pre-Proposal Date: April 27, 2020

Response Due Date: September 13, 2019

Proposals Received: # 6

Awarded to: Canon Solutions America

Agreement No. 202000275

The University of California, Office of the President (UC) issued RFP # 00811-FEB2020 on April 21, 2020 to establish a national cooperative contract to assist UC and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for MFDs, Laser Printers, related goods, services and supplies.

The Regents of the University of California partnered with OMNIA Partners to include a national cooperative purchasing opportunity:

The purpose of this Request for Proposal (the "RFP") is to invite qualified Printer Manufacturers ("Supplier(s)") to prepare and submit proposals to the University of California ("UC") to provide multifunction devices ("MFDs") with copy, print, scan and optional fax functionality, and/or Laser Printers, along with products and support ("Print Goods and Services") all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize.

The overall objective of this RFP is to select a Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for MFDs, Laser Printers, related goods, services and supplies. In addition, Qualified proposers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to most effectively meet national participating agencies', and the UC's, needs.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUSource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On June 5, 2020 proposals were received from the following offerors:

- Canon Solutions America
- Hewlett Packard (HP)
- Konica Minolta Business Solutions
- Ricoh Americas Corporation
- Sharp Electronics
- Toshiba America Business Solutions
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Canon Solutions Americas demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members. UC executed a purchasing agreement on December 15, 2020.

Contract Highlights:

Canon (CSA) provides industry leading enterprise, production, and large format printing solutions, supported by exceptional professional service offerings. CSA helps companies of all sizes improve sustainability, increase efficiency, and control costs through high volume, continuous feed, digital and traditional printing, and document management solutions.

Contract includes:

CSA full catalog offering for the purchase and/or lease of multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products as well as managed print solutions. Additional services include hard drive removal and accessory installation/maintenance.

Term:

Initial five (5) year agreement from December 16, 2020 through December 15, 2025 with the option to renew for five (5) additional one-year periods through December 15, 2030.

Pricing/Discount:

Minimum discount off MSRP for purchase. Refer to price schedule for optional lease and service cost.

OMNIA Partners, Public Sector Web Landing Page:

<https://public.omniapartners.com/suppliers/canon-solutions-america/contract-documentation#c36035>

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Ray Varner Auto Parts (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 **OEM Auto Parts** for the County Per **Bid #2452, 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 by: **Bid #2452, Exhibit 1**. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2029.

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.

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

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

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

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

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

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

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

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

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

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

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

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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

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

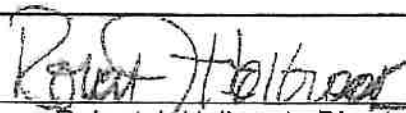
Bid #2452

Date Issued: May 20, 2024

**Bids will be received until
2:30 p.m. Eastern Time on June 3, 2024**

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.

 5/20/24
Robert J. Holbrook, Director of Finance

BID DESCRIPTION

Bid for OEM Auto Parts (Re-Bid). Bidders are to provide one original and one copy.

Bids must be in sealed envelopes with the Bid # clearly labeled.

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

Bid #2452 OEM Auto Parts

Anderson County is seeking bids for OEM Auto Parts in order to establish a contract for the period of July 1, 2024 through June 30, 2029.

Delivery shall be free and same-day. The discount shall apply to all products sold by the vendor.

The County reserves the right to award to multiple vendors.

Vendor Name: RAY VARNER FORD

% Discount off Walk-In price: 25 %

Attachment 1
BID NUMBER: 2452 - OEM Auto Parts

SECTION 1 - BID INFORMATION

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

Addenda 1 YES Addenda 2 YES
 Addenda 3 YES Addenda 4 YES

SECTION 2 - VENDOR INFORMATION

Vendor Name

RAY VARNER FORD

Vendor Address

2026 N CHARLES G SEIVERS BLVD

City

CLINTON, TN. 37716

State

Zip

Telephone Number: 865-457-0704

DAVID LEOPPER

Lead Contact Person (Please Print)

dleopper@rayvarnerford.com

E-Mail Address

Taxpayer Identification Number, Social Security or
Employer Identification Number:

62-1751105

State of Tennessee Business License Number:
License # 1000409256

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 ANDERSON

I state that I am (Title) PARTS MANAGER of (Name of My Firm) RAY VARNER FORD, LLC 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) RAY VARNER FORD, 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) RAY VARNER FORD, LLC 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.

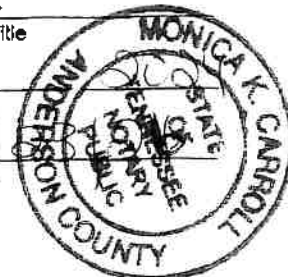
[Signature]
Representative's Signature

PARTS MANAGER

Title

Sworn to and subscribed before me this 21st day of May

[Signature]
Notary Public

My commission expires: 5/1

Attachment 3



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

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

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

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

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

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

**Attachment 4
Insurance Requirement Acknowledgment**

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

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

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

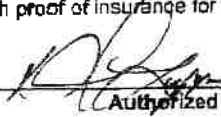
Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII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

Bidders Statement and Certification

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

RAY VARNER FORD
Vendor Name

DAVID LEOPPER
Bid Representative Name (Please Print)


Authorized Signature
5/21/24
Date

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: RAY VARNER FORD, LLC

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: Ray Varner OFFICER OF THE COMPANY

Name: RAY VARNER Title: G.M.

NOTARY ACKNOWLEDGEMENT:

STATE OF Tenn

COUNTY OF Anderson

ON May 21st, 2024 BEFORE ME, Monica Carroll

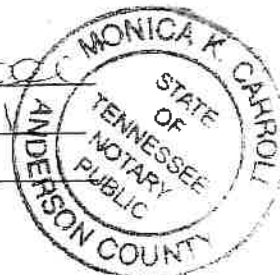
PERSONALLY APPEARED Ray Varner PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY 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: Monica K Carroll

PRINTED FULL NAME OF NOTARY: Monica K Carroll

MY COMMISSION EXPIRES: 5/23/26



**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)

Date

Contractor or Company Name (print)

PADEPUTY PURCHASING AGENT PROCEDURES\FORMS\Bid Forms\Attachment 5 - Conflict of Interest Form.doc

XX-XXXX

Attachment 6
Sample Contract for Goods

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (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 all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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

DAVID LEOPPER

Printed Name

PARTS MANAGER

Title

RAY VARNER FORD

Name of Company

2026 N CHARLES G SEIVERS BLVD
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

_____ Law Director	_____ Date
-----------------------	---------------

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.

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and Ken Smith Auto Parts (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 **OEM Auto Parts** for the County Per **Bid #2452, 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 by: **Bid #2452, Exhibit 1**. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on July 1, 2024 and shall end on June 30, 2029.

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.

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

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

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

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

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

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

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

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

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

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

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

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and 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

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

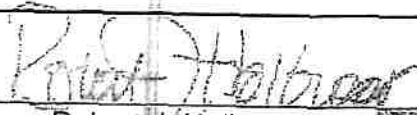
Bid #2452

Date Issued: May 20, 2024

Bids will be received until
2:30 p.m. Eastern Time on June 3, 2024

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.



5/20/24

Robert J. Holbrook, Director of Finance

BID DESCRIPTION

Bid for OEM Auto Parts (Re-Bid). Bidders are to provide one original and one copy.

Bids must be in sealed envelopes with the Bid # clearly labeled.

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

Bid #2452 OEM Auto Parts

Anderson County is seeking bids for OEM Auto Parts in order to establish a contract for the period of July 1, 2024 through June 30, 2029.

Delivery shall be free and same-day. The discount shall apply to all products sold by the vendor.

The County reserves the right to award to multiple vendors.

Vendor Name: Ken Smith Auto Parts

% Discount off Walk-In price: 50

Attachment 1
BID NUMBER: 2452 - OEM Auto Parts

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Ken Smith Auto Parts
 Vendor Name
2622 Texas Ave
 Vendor Address
Knoxville
 City
TN 37921
 State Zip
 Telephone Number (800) 756-3003
Blair Sneed
 Lead Contact Person (Please Print)
bsneed@midamerica-parts.net
 E-Mail Address
 Taxpayer Identification Number, Social Security or
 Employer Identification Number:
62-6024987
 State of Tennessee Business License Number:
 License # 1001464952

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 Shelby

I state that I am (Title) Sales Manager of (Name of My Firm) Ken Smith Auto Parts 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) Ken Smith Auto Parts, 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) Ken Smith Auto Parts 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

Sales Manager
Title

Sworn to and subscribed before me this

22 day of May

2024

[Signature]
Notary Public



My commission expires:

09/06/26

My Commission Expires Sept. 6, 2026

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 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: Ken Smith Auto Parts

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: Blair Sneed Title: Sales Manager

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Shelby

ON 22 of May, 2024, BEFORE ME Blair Sneed

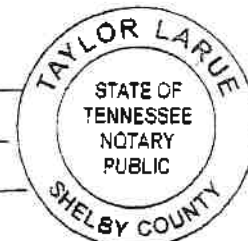
PERSONALLY APPEARED Blair Sneed PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY 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: Taylor LaRue

MY COMMISSION EXPIRES: 09/06/26



My Commission Expires Sept. 6, 2026

**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.

Ken Smith Auto Parts
Vendor Name
Blair Sneed
Bid Representative Name (Please Print)


Authorized Signature
5/20/24
Date

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)

5/20/24
 Date

Ken Smith Auto Parts
 Contractor or Company Name, (print)

Anderson County Government

Request for Bids

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

purchasing@andersoncountyttn.gov

Bid #2452

Date Issued: May 20, 2024

Bids will be received until
 2:30 p.m. Eastern Time on June 3, 2024

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.

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5/20/24

Robert J. Holbrook, Director of Finance

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Bids must be in sealed envelopes with the Bid # clearly labeled.

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The County reserves the right to award to multiple vendors.

Vendor Name: Ken Smith Auto Parts

% Discount off Walk-In price: 50

Attachment 1
BID NUMBER: 2452 - OEM Auto Parts

SECTION 1 - BID INFORMATION

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

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

SECTION 2 - VENDOR INFORMATION

Ken Smith Auto Parts
 Vendor Name
2622 Texas Ave
 Vendor Address
Knoxville
 City
TN 37921
 State Zip
 Telephone Number (800) 756-8003
Blair Sneed
 Lead Contact Person (Please Print)
bsneed@midamericaparts.net
 E-Mail Address
 Taxpayer Identification Number, Social Security or
 Employer Identification Number:
62-6024987
 State of Tennessee Business License Number:
 License # 1001464952

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:

BS-502
 (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.
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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) Ken Smith Auto Parts, 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) Ken Smith Auto Parts 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

Sales Manager
Title

Sworn to and subscribed before me this

22 day of May2024

[Signature]
Notary Public

My commission expires: 09/06/26

My Commission Expires Sept. 5, 2026

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: Ken Smith Auto Parts

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: Blair Sneed Title: Sales Manager

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Shelby

ON 22 of May, 2024, BEFORE ME: Blair Sneed

PERSONALLY APPEARED Blair Sneed 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: Taylor Larue

MY COMMISSION EXPIRES: 09/06/26



(My Commission Expires Sept. 6, 2026)

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

Ken Smith Auto Parts
Vendor Name
Blair Sneed
Bid Representative Name (Please Print)


Authorized Signature
5/20/24
Date

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.

 5/20/24
 Contractor or Company Owner (signature) Date

Ken Smith Auto Parts
 Contractor or Company Name, (print)

PADEPUTY PURCHASING AGENT PROCEDURES\FORMS\Bid Forms\Attachment 5 - Conflict of Interest Form.doc

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 24-06-1169

**RESOLUTION AUTHORIZING THE SALE OF A SURPLUS ANDERSON
COUNTY SHERIFF'S OFFICE VEHICLE TO HARDEMAN COUNTY.**

WHEREAS, Anderson County is in possession of 2014 Ford F-250, VIN: 1FT7W2B60EEB09370 and Tennessee Title Number: 10100043540 that has been declared surplus and no longer needed by the Sheriff's Office, and Hardeman County has indicated they are willing to pay Fifteen Thousand Dollars (\$15,000.00) and accept this vehicle with a full release of liability as legal consideration for the purchase of the surplus vehicle; and

WHEREAS, *Tenn. Code Ann. § 12-2-420* provides legal authority for the transfer of county property to other governmental entities. That statute reads in its entirety as follows:

12-2-420. Transfers of surplus personal property among governmental entities.

(a) Notwithstanding any other provisions of law, counties, municipalities and metropolitan governments may purchase, trade or receive as a gift, upon approval of the governing bodies involved in the transaction, any used or surplus personal property from another county, municipality, metropolitan government, state government, federal government or any instrumentality of the foregoing, without regard to any laws regarding public advertisement and competitive bidding. A transfer of surplus personal property from the state of Tennessee must satisfy the requirements of § 12-2-407. Also notwithstanding any other provision of law, any county, municipality, or metropolitan government may by resolution or ordinance of its governing body establish a procedure for the disposition of its surplus personal property to other governmental entities, including, but not limited to, counties, municipalities, metropolitan governments, the state of Tennessee, the federal government, other states or their political subdivisions and the instrumentalities of any of the foregoing, by sale, gift, trade, or barter upon such terms as the governing body may authorize, without regard to any other provisions of law regarding the sale or disposition of used or surplus personal property.

(b) This section shall be construed as supplemental authority for counties, municipalities and metropolitan governments.

WHEREAS, *Tenn. Code Ann. §12-3-1202(a)* provides additional legal authority for government agencies to purchase secondhand articles from other governmental agencies. That statute reads as follows:

(a) Notwithstanding any charter, private act, or general law requirements, any municipality or any county may purchase used or secondhand articles consisting of

goods, equipment, materials, supplies, or commodities from any federal, state, or local governmental unit or agency without public advertisement and competitive soliciting.

WHEREAS, Anderson County desires to transfer the above-referenced vehicle to the Hardeman County Sheriff's Office for the sum of Fifteen Thousand Dollars and No One-Hundredths (\$15,000.00)

NOW THEREFORE, BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 17th day of June 2024 that we hereby sell a 2014 Ford F-250, VIN: 1FT7W2B60EEB09370 and Title Number: 10100043540 to Hardeman County subject to acceptance and provided that Hardeman County agrees to a full release of liability as follows:

Hardeman County agrees to defend, release, indemnify and hold harmless Anderson County from and against any and all claims or damage to property, or injury, or death of person or persons resulting from or arising out of the use, exchange, donation, sale, operation or possession of the described vehicle by Hardeman County, including authorized and unauthorized uses. Hardeman County agrees to provide adequate insurance coverage on vehicle sufficient to cover any and all claims arising from property damage, injuries, illness, death related to use of vehicles; including, but not limited to, claims, charges, payments or judgments attributed to compensatory, general, incidental, consequential and punitive damages, and all attorneys' fees associated therewith.

RESOLVED, DULY PASSED AND EFFECTIVE UPON ACCEPTANCE BY HARDEMAN COUNTY AS EVIDENCED BY ITS AUTHORIZED SIGNATURE AFFIXED HERETO.

H. Tyler Mayes, Chair

Terry Frank, County Mayor

ACCEPTANCE BY HARDEMAN COUNTY:

ATTEST:

John K. Doolen, Sheriff

Jeff Cole, County Clerk