

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

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

**1. Call to Order**

The meeting was called to order by Chairman Yager.

**2. Approval of Agenda**

Commissioner Palmer made a motion to add the Unifirst Contract to the agenda under New Business. Commissioner Wells seconded the motion. Motion passed unanimously.

**3. Appearance of Citizens**

No citizens appeared.

**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.

Katherine Kleehammer let the Committee know that the Law Director approved all the contracts in Section 5 except for Item A. Commissioner Mayes made a motion to approve all items in Section 4 and all items in Section 5 except A as a group and to forward to County Commission with a recommendation for approval. Commissioner Wells seconded the motion. Motion passed unanimously.

General Clark requested the Committee defer the Domestic Violence Court Coordinator Grant until next month so the language can be amended.

Commissioner Mayes made a motion to defer the Domestic Violence Court Coordinator Grant until the July Purchasing Committee meeting. Commissioner Palmer seconded the motion. Motion passed unanimously.

**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.

Commissioner Mayes made a motion to approve the resolution. Commissioner Wells seconded the motion. Motion passed unanimously.

**B. Surplus Capital Assets Sales – Information Only**

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

**7. New Business**

**A. Unifirst, Highway Department, Contract #24-0150 – One-year contract with renewals unless cancelled. Pricing under the quote threshold and less than the current agreement.**

**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 17<sup>th</sup> 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

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 **Bid #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: **Bid #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.





# 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](mailto:purchasing@andersoncountyttn.gov)

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### Bid #2440

Date Issued: April 17, 2024

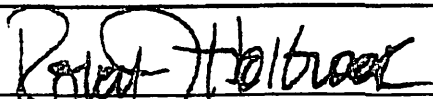
Bids will be received until  
2:30 p.m. Eastern Time on May 7, 2024

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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.

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Robert J. Holbrook, Director of Finance

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#### 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](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto: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:

  
(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 Affidavit**

STATE OF Tennessee

COUNTY 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 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) 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.

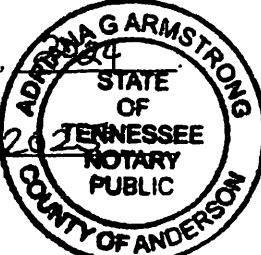
[Signature]  
Representative's Signature

Owner/Director  
Title

Sworn to and subscribed before me this 6 day of May

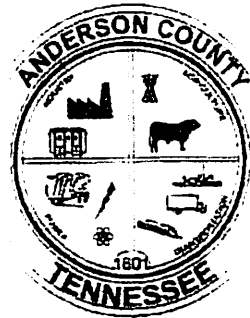
[Signature]  
Notary Public

My commission expires: 06/28/2022



My Comm. Expires  
6/28/2022

## 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)

( X ) 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

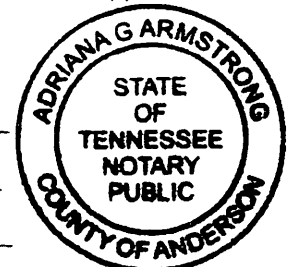
PERSONALLY APPEARED Tommy Lively, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT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

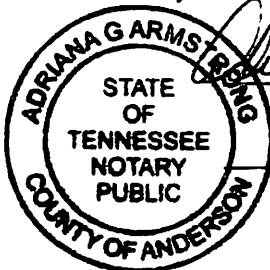
6.  Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID IS 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)



[Signature]  
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.

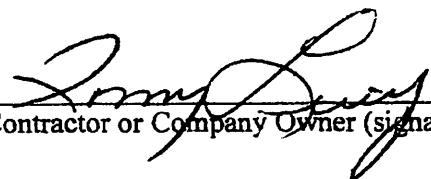
**(B) (i)** Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

**(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)

<b>BID NUMBER</b> #2440	<b>CONTRACT NUMBER</b>
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**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.

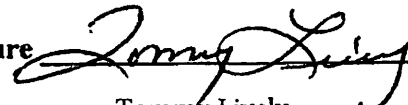
Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (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.

<b>Company or Individuals (Name)</b> Lively Reflective Concrete Inc.	<b>Address</b> 244 Upper Clear Creek Road
<b>City, State, Zip Code</b> Andersonville, TN 37705	<b>Telephone Number</b> ( 865 ) 803-9993
<b>Contractor License Number (If Applicable)</b> 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.



## 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](mailto:purchasing@andersoncountyttn.gov)**

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

### **SECTION 1 - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

**1.8 NON-DISCRIMINATION:** 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](http://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 Industrial Refrigeration (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Contractor Services.** Contractor agrees to provide Refrigeration Services per **Bid #2438, Exhibit**

**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:

Anderson County Government  
Administrative Approval:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Robert J. Holbrook, Finance Director Date

\_\_\_\_\_  
Printed Name

Anderson County Department Head  
Approval:

\_\_\_\_\_  
Title

Q. Z. Pava 5/17/24  
Date

\_\_\_\_\_  
Name of Company

Approved as to Form

\_\_\_\_\_  
Address

Jay Yeager 5/14/24  
Law Director Date  
DJ BSW

\_\_\_\_\_  
City, State Zip

## Anderson County Government

### Request for Bids

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(866) 457-6218 Office  
(865) 457-6252 Fax

[purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov)

**Bid #2438**

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**Date Issued: April 12, 2024**

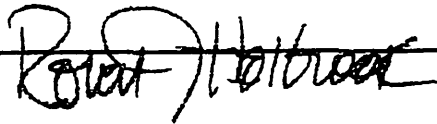
**Bids will be received until  
2:30 p.m. Eastern Time on May 3, 2024**

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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.

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Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Bid for Refrigeration Repair Services for the School Nutrition Program. Bidders are to provide one original and one copy.
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**Bids must be in sealed envelopes with the Bid # clearly labeled.**

Questions are to be emailed to [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto:kleehammer@andersoncountyttn.gov).

**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@andersoncountytn.org](mailto:purchasing@andersoncountytn.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](mailto:rowens1@acs.ac)   [amy1@acs.ac](mailto:amy1@acs.ac)   [jhatmaker@acs.ac](mailto: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](mailto: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](mailto:purchasing@andersoncountyttn.gov) or 865.457.5400 x 841**

PRICE SHEET - BID # 2438

Business 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/Hour ↓	Rate for Assistant accompanying Primary when necessary 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: 865-4264741  
 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 <i>Industrial Refrigeration Services</i>	PR-AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Greg Steen / Owner</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>5-1-24</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, 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 [www.fws.gov/USDA/ProgramDiscrimination](http://www.fws.gov/USDA/ProgramDiscrimination) 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) 632-9982. 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](mailto: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 37918  
State Zip

Telephone Number 865-267-6899

Greg Steci  
Lead Contact Person (Please Print)

Indrefservices@ACL.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:**  
Greg Steci

(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 Affidavit**

STATE OF Tennessee

COUNTY 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.

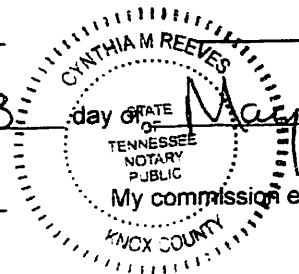
[Signature]  
Representative's Signature

Owner  
Title

Sworn to and subscribed before me this 3

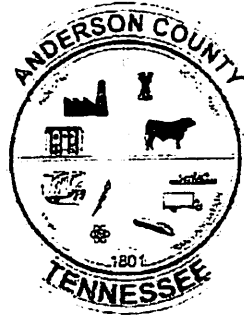
day of May, 2024

[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 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.

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.



# 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)

Craig Steel

Address

4800 Mountaincrest Dr

City, State, Zip Code

Knoxville TN 37918

Telephone Number

(865) 207-6899

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

*Craig Steel*

Title

Owner

Printed Name:

Craig Steel  
(Please Print Clearly)

Date

5-1-24  
(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.



## 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](mailto:purchasing@andersoncountyttn.gov)

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

### **SECTION 1 - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

**1.8 NON-DISCRIMINATION:** 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](http://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 be in place before commodities are delivered.

**Contractor Compensation.** Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated 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  
Signature Date

Sean Lent  
Printed Name

Branch Manager  
Title

Hershey's Ice Cream  
Name of Company

1628 Lynchburg Tpk  
Salem, VA 24153  
Address

\_\_\_\_\_  
City, State Zip

Anderson County Government  
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head  
Approval:

[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](mailto:purchasing@andersoncountyttn.gov)

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### Bid #2439

Date Issued: April 12, 2024

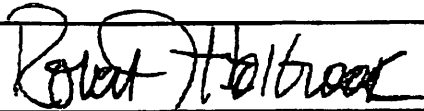
Bids will be received until  
2:30 p.m. Eastern Time on May 3, 2024

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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.

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Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Bid for Ice Cream for the School Nutrition Program. Bidders are to provide one original and one copy.
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**Bids must be in sealed envelopes with the Bid # clearly labeled.**

Questions are to be emailed to [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto:kleehammer@andersoncountyttn.gov).

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](http://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](mailto: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](mailto:Rowens1@acs.ac) [amyl@acs.ac](mailto:amyl@acs.ac)  
[jhatmaker@acs.ac](mailto: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](http://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](mailto:program.intake@usda.gov).

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

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



# ICE CREAM BID

July 1, 2024 to June 30, 2027

VENDOR COMPLETE

NO FREEZERS PROVIDED

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 E*L, annual item usage * price per item)
<p>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.</p>											
1	Strawberry Shortcake-Lo Fat Vanilla Lowfat Dairy Product with Strawberry Center and Crunch Coating	24/3oz	100	2400	24682-31151	Strawberry Scooter	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 Scooter	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 HFCS	48	3	20.16	\$0.42	\$ 2,520.00
7	Lowfat Vanilla Ice Cream Sandwich Lowfat Vanilla Ice Cream between 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	24/2.5 oz	300	7200							\$ -
9	Sour Cherry Dessert Bar Lowfat Frozen Dairy Dessert, sour	24/2.5 oz	250	6000	24682-31001	POLAR BLAST ARCTIC SOUR APPLE BAR	36	2.25	12.96	\$0.36	\$ 2,160.00
10	Lowfat Cookies and Cream Ice Cream Sandwich Round Cookies and Cream Lowfat Ice Cream in Chocolate Wafers	24/4 oz	100	2400	24682-31355	REDUCED FAT COOKIES & CREAM	24	4	14.4	\$0.60	\$ 1,440.00
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 fruit flavored non dairy bar	24 each	50	1200	24682-31000	POLAR BLAST FRUIT PUNCH BA	36	2.25	12.96	0.36	\$ 432.00
			2200	52,800					TOTAL BID		\$19,128.00

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 reflected in the bid award pricing.

**These are Also smart snack Compliant**

13	COOKIES & CREAM CONE SMART SNACKS		1 CASE	24682-31308	COOKIES & CREAM CONE SMART SNACKS	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

Date 4/12/24

Signature 

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 Affidavit**

STATE OF VA

COUNTY 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.

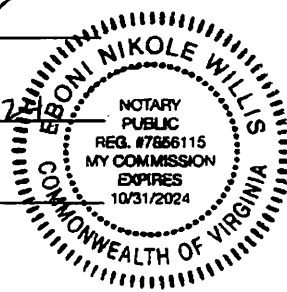
[Signature]  
Representative's Signature

Branch Manager  
Title

Sworn to and subscribed before me this 12<sup>th</sup> 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 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](http://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

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](mailto: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](mailto:Rowens1@acs.ac) [amyi@acs.ac](mailto:amyi@acs.ac)  
[jhatmaker@acs.ac](mailto: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](http://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](mailto: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**

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](mailto:bwest1@acs.ac)

1033 Oliver Springs Highway  
Clinton, TN 37716  
Manager: Melissa Bean  
Phone: 865-435-9893  
Email: [mbean@acs.ac](mailto:mbean@acs.ac)

RaeAnn Owens [rowens1@acs.ac](mailto:rowens1@acs.ac)  
Field Supervisor

Jennifer Hatmaker,  
[jhatmaker@acs.ac](mailto:jhatmaker@acs.ac)  
Field Supervisor

Andersonville Elementary  
School  
1951 Mountain Road  
Andersonville, TN 37705  
Manager: Sherry Humphrey  
Phone: 865-494-8826  
Email: [shumphrev@acs.ac](mailto:shumphrev@acs.ac)

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

Amy Leinart, [amyl@acs.ac](mailto:amyl@acs.ac)  
USDA Manager, Invoices for all  
food

Briceville Elementary School  
103 Slatestone Road  
Briceville, TN 37710  
Manager: Judy Bray  
Phone: 865-4264741  
Email: [judybray@acs.ac](mailto:judybray@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](mailto:lgoodman@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](mailto:bwest1@acs.ac)

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

Norris Elementary School  
42 East Circle Drive  
Norris, TN 37828  
Manager: Melissa Hunley  
Phone: 865-494-7422  
Email: [mhunlev@acs.ac](mailto:mhunlev@acs.ac)

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

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

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

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

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

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

Fairview Elementary School  
6715 Hickory Valley Road  
Heiskell, TN 37754  
Manager: Amanda Ogle  
Phone: 865-494-8619  
Email: [aogle1@acs.ac](mailto:aogle1@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 4/13/24

Vendor Name Marshey's Ice Cream

Completed By Sean Cant

AD-1048

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



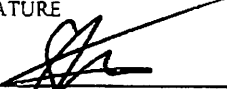
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

*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. 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	PR/AWARD NUMBER OR PROJECT NAME
<i>Hershey's Ice Cream</i>	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
<i>Sean Lant - 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.

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](mailto:program.intake@usda.gov).

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



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,

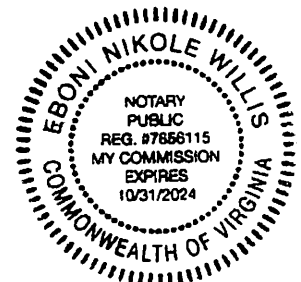
PERSONALLY APPEARED Sean K. Lant, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT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

Hershey's Ice Cream  
Vendor Name  
Sean Hart  
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 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.

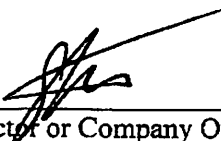
**(B) (i)** Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

**(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)

4/12/24  
\_\_\_\_\_  
Date

Mershey'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

*[Handwritten 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 be in place before commodities are delivered.

**Contractor Compensation.** Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated 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

**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:	<u>Solan, VA 24153</u> City, State Zip
<u>[Signature]</u> Signature	<u>4/12/24</u> Date
<u>Sam Laatt</u> Printed Name	Anderson County Government Administrative Approval: <u>Robert J. Holbrook, Finance Director</u> Date
<u>Branch Manager</u> Title	Anderson County Department Head Approval: _____ Date
<u>Hershey's Ice Cream</u> Name of Company	
<u>1628 Lynchburg Tpk</u> Address	Approved as to Form

XX-XXXX

Attachment 7  
Sample Contract for Goods

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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](mailto:purchasing@andersoncountyttn.gov)**

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

### **SECTION 1 - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

**1.8 NON-DISCRIMINATION:** 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](http://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.



### 31355 RF COOKIES 'N CREAM SANDWICH

<b>Nutrition Facts</b>	
Serving size	1 SANDWICH (65g)
Amount per serving	
<b>Calories</b>	<b>140</b>
	% 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%

\*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, 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

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 Cup (52g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>70</b>
	<b>% Daily Value*</b>
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%
<b>Protein 2g</b>	
Vitamin D 0mcg	0%
Calcium 130mg	10%
Iron 0mg	0%
Potassium 110mg	2%
Vitamin A 70mcg	8%

\*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, 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**

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 Cup (52g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>80</b>
	<b>% Daily Value*</b>
<b>Total Fat</b> 1g	<b>1%</b>
Saturated Fat 0g	<b>0%</b>
Trans Fat 0g	
<b>Cholesterol</b> <5mg	<b>1%</b>
<b>Sodium</b> 50mg	<b>2%</b>
<b>Total Carbohydrate</b> 16g	<b>6%</b>
Dietary Fiber 0g	<b>0%</b>
Total Sugars 11g	
Includes 8g Added Sugars	<b>16%</b>
<b>Protein</b> 2g	
<b>Vitamin D</b> 0mcg	<b>0%</b>
<b>Calcium</b> 120mg	<b>10%</b>
<b>Iron</b> 0mg	<b>0%</b>
<b>Potassium</b> 100mg	<b>2%</b>
<b>Vitamin A</b> 60mcg	<b>6%</b>

\*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

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 Cup (52g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>80</b>
	<b>% Daily Value*</b>
Total Fat 1g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol <5mg	1%
Sodium 55mg	2%
Total Carbohydrate 16g	6%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 8g Added Sugars	16%
<b>Protein 2g</b>	
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**

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 SANDWICH (65g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>140</b>
	<b>% Daily Value*</b>
<b>Total Fat</b> 2.5g	<b>3%</b>
Saturated Fat 1.5g	<b>8%</b>
Trans Fat 0g	
<b>Cholesterol</b> 5mg	<b>2%</b>
<b>Sodium</b> 140mg	<b>6%</b>
<b>Total Carbohydrate</b> 27g	<b>10%</b>
Dietary Fiber 1g	<b>4%</b>
Total Sugars 15g	
Includes 11g Added Sugars	<b>22%</b>
<b>Protein</b> 3g	
<b>Vitamin D</b> 0mcg	<b>0%</b>
<b>Calcium</b> 100mg	<b>8%</b>
<b>Iron</b> 0mg	<b>0%</b>
<b>Potassium</b> 163mg	<b>4%</b>
<b>Vitamin A</b> 6mcg	<b>0%</b>
<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, 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

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 CONE</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>120</b>
<small>% Daily Value*</small>	
<b>Total Fat</b> 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
<b>Cholesterol</b> 5mg	2%
<b>Sodium</b> 75mg	3%
<b>Total Carbohydrate</b> 25g	9%
Dietary Fiber 0g	0%
Total Sugars 15g	
Includes 12g Added Sugars	24%
<b>Protein</b> 3g	
<b>Vitamin D</b> 0mcg	0%
<b>Calcium</b> 85mg	6%
<b>Iron</b> 0mg	0%
<b>Potassium</b> 163mg	4%
<b>Vitamin A</b> 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, 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

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 CONE (73g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>140</b>
	<b>% Daily Value*</b>
<b>Total Fat</b> 2.5g	<b>3%</b>
Saturated Fat 1.5g	<b>8%</b>
Trans Fat 0g	
<b>Cholesterol</b> 10mg	<b>3%</b>
<b>Sodium</b> 95mg	<b>4%</b>
<b>Total Carbohydrate</b> 26g	<b>9%</b>
Dietary Fiber 0g	<b>0%</b>
Total Sugars 16g	
Includes 11g Added Sugars	<b>22%</b>
<b>Protein</b> 4g	
<b>Vitamin D</b> 0mcg	<b>0%</b>
<b>Calcium</b> 129mg	<b>10%</b>
<b>Iron</b> 0mg	<b>0%</b>
<b>Potassium</b> 202mg	<b>4%</b>
<b>Vitamin A</b> 8mcg	<b>0%</b>

\*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, 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**

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 BAR (68g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>90</b>
	<b>% Daily Value*</b>
<b>Total Fat</b> 0g	<b>0%</b>
Saturated Fat 0g	<b>0%</b>
Trans Fat 0g	
<b>Cholesterol</b> 5mg	<b>1%</b>
<b>Sodium</b> 40mg	<b>2%</b>
<b>Total Carbohydrate</b> 20g	<b>7%</b>
Dietary Fiber 0g	<b>0%</b>
Total Sugars 14g	
Includes 8g Added Sugars	<b>16%</b>
<b>Protein</b> 3g	
<b>Vitamin D</b> 0mcg	<b>0%</b>
<b>Calcium</b> 126mg	<b>10%</b>
<b>Iron</b> 0mg	<b>0%</b>
<b>Potassium</b> 121mg	<b>2%</b>

\*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

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 BAR (68g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>160</b>
	<b>% Daily Value*</b>
<b>Total Fat</b> 6g	<b>8%</b>
Saturated Fat 1.5g	<b>8%</b>
Trans Fat 0g	
<b>Cholesterol</b> 0mg	<b>0%</b>
<b>Sodium</b> 75mg	<b>3%</b>
<b>Total Carbohydrate</b> 25g	<b>8%</b>
Dietary Fiber 0g	<b>0%</b>
Total Sugars 13g	
Includes 12g Added Sugars	<b>24%</b>
<b>Protein</b> 2g	
<b>Vitamin D</b> 0mcg	<b>0%</b>
<b>Calcium</b> 94mg	<b>8%</b>
<b>Iron</b> 0mg	<b>0%</b>
<b>Potassium</b> 79mg	<b>2%</b>
<b>Vitamin A</b> 4mcg	<b>0%</b>

\*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**

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 BAR (68g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>170</b>
<b>% Daily Value*</b>	
<b>Total Fat 6g</b>	<b>8%</b>
Saturated Fat 1.5g	8%
Trans Fat 0g	
<b>Cholesterol 0mg</b>	<b>0%</b>
<b>Sodium 85mg</b>	<b>4%</b>
<b>Total Carbohydrate 26g</b>	<b>9%</b>
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 11g Added Sugars	22%
<b>Protein 2g</b>	
<b>Vitamin D 0mcg</b>	<b>0%</b>
<b>Calcium 95mg</b>	<b>8%</b>
<b>Iron 0mg</b>	<b>2%</b>
<b>Potassium 150mg</b>	<b>4%</b>
<b>Vitamin A 4mcg</b>	<b>0%</b>

\*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 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**

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

<b>Nutrition Facts</b>	
<b>Serving size</b>	<b>1 BAR (74g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>70</b>
	<b>% Daily Value*</b>
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 19g	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.

24-0142

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.

**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:

 5/17/24  
Signature Date

Blair Sneed  
Printed Name

Sales Manager  
Title

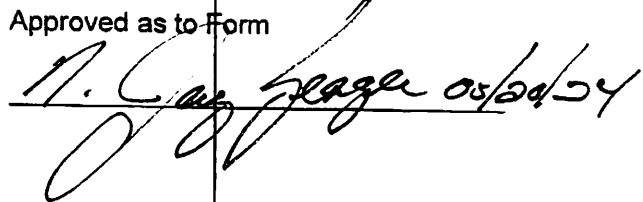
Ken Smith Auto Parts  
Name of Company

2622 Texas Ave.  
Address

Knoxville TN 37921  
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

24-0142

Ken Smith  
Exhibit 1

## 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](mailto:purchasing@andersoncountyttn.gov)

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### Bid #2443

Date Issued: April 25, 2024

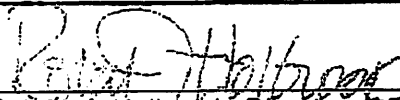
Bids will be received until  
2:30 p.m. Eastern Time on May 14, 2024

---

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

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#### 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](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto: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

(800) 756-8003  
 Telephone Number


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:**  
  
 \_\_\_\_\_  
 (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 Affidavit

STATE OF Tennessee

COUNTY 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.

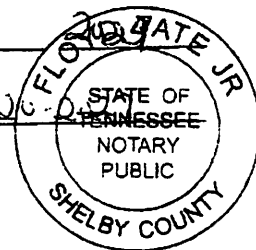
[Signature]  
Representative's Signature

Sales Manager  
Title

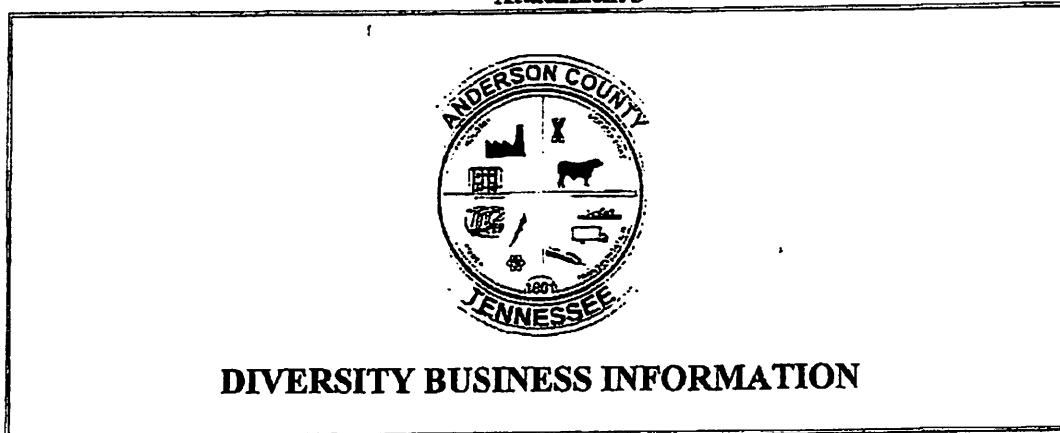
Sworn to and subscribed before me this 9<sup>th</sup> day of May

[Signature]  
Notary Public

My commission expires: 4-26-2021



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 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 9<sup>th</sup> \_\_\_\_\_, 2024, BEFORE ME, BLAIR SNEED

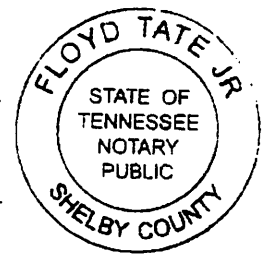
PERSONALLY APPEARED BLAIR SNEED, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT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

  
Authorized Signature

Blair Sneed  
Bid Representative Name (Please Print)

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 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)

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

E-Mail: [bsneed@midamericaparts.net](mailto: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.)	Bowling Green, KY	Pearl, MS
Southaven, MS	Clarksville, TN	Cleveland, TN
Jackson, TN	Hendersonville, TN	Dalton, GA
Union City, TN	Nashville, TN	Knoxville, TN
Tupelo, MS	Murfreesboro, TN	Johnson City, TN
Huntsville, AL	Columbia, TN	
Franklin, TN	Gulfport, MS	
Chattanooga, TN	Ridgeland, MS	

## 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 Sneed, Sales Manager  
[bsneed@midamericaparts.net](mailto:bsneed@midamericaparts.net)  
 (901) 494-5389

[unionautoparts.net](http://unionautoparts.net)  
[ksap.com](http://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.

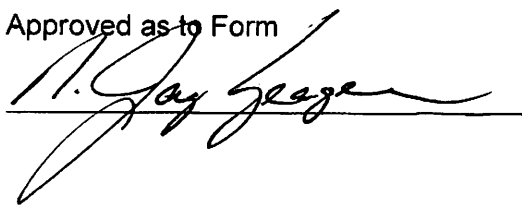
**Further Documentation.** The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor/Supplier:   
Signature 5-21-24 Date  
Carim Spradler  
Printed Name  
Temporary Sales Manager  
Title  
Fisher Auto Parts  
Name of Company  
132 E. Division Road  
Address

OKLAHOMA 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  


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](mailto:purchasing@andersoncountyttn.gov)

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### Bid #2443

Date Issued: April 25, 2024

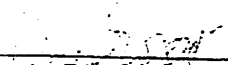
Bids will be received until  
2:30 p.m. Eastern Time on May 14, 2024

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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

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#### BID DESCRIPTION

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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](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto:kleehammer@andersoncountyttn.gov).

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**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 865-481-3107

CALVIN SPRADLEN

Lead Contact Person (Please Print)

CTS PR@FisherAutoParts.com

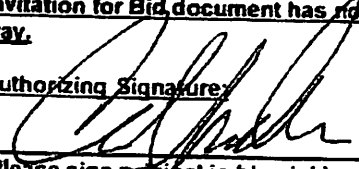
E-Mail Address

Taxpayer Identification Number, Social Security or  
Employer Identification Number:

Employer ID# 11411

State of Tennessee Business License Number  
License # 0102560178 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 Affidavit**

STATE OF TENNESSEE

COUNTY 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:

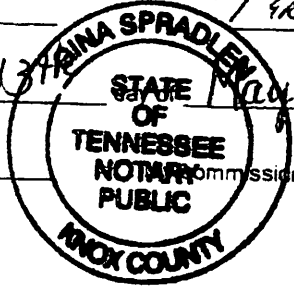
I state that (Name of My Firm) FISHER AUTO PARTS understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this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

[Signature]  
Representative's Signature

TERRITORY SALES MANAGER  
Title

Sworn to and subscribed before me this 12/14/24

[Signature]  
Notary Public



Commission expires: 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

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 2024 BEFORE ME, Gina Spradlen

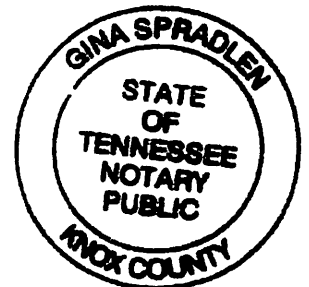
PERSONALLY APPEARED Calvin Spradlen PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY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

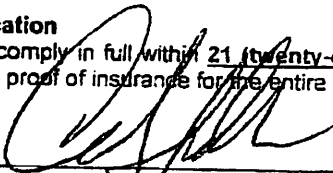
**Certificate Holder Shall Be.** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII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

  
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 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.

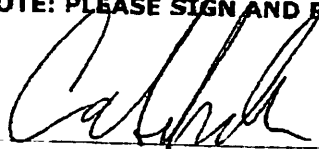
(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(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.

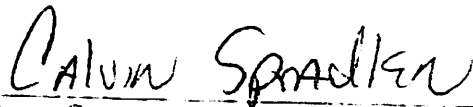
(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

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)

5-13-2024  
Date

  
Contractor or Company Name (print)



## Attachment 6

XX-XXXX

## 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.

Attachment 6  
Sample Contract for Goods

XX-XXXX

**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.

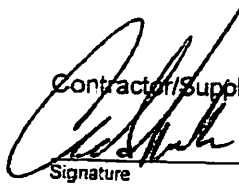
**Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

**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  
5-13-2024  
Date

Calvin Spradlen  
Printed Name  
Territory Sales Manager  
Title  
Fisher A & 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

**Attachment 6  
Sample Contract for Goods**

**XX-XXXX**

\_\_\_\_\_  
Law Director

\_\_\_\_\_  
Date

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**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.

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

**Email: [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov)  
Website: <http://andersontn.org/purchasing>**

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

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

**SECTION 1 - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

- 1.6 CONFLICT OF INTEREST:** If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.
- 1.7 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.8 NON-DISCRIMINATION:** 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](http://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.

## 24-0145

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.



NAPA  
Exhibit 1

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](mailto:purchasing@andersoncountyttn.gov)

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#### Bid #2443

Date Issued: April-25, 2024

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

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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.

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Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Bid for Aftermarket Auto Parts (Re-Bid). Bidders are to provide one original and two copies.
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**Bids must be in sealed envelopes with the Bid # clearly labeled.**

Questions are to be emailed to [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov) and [kkleehammer@andersoncountyttn.gov](mailto:kkleehammer@andersoncountyttn.gov).

**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**

Genuine Parts Company DBA: NAPA Auto Parts  
 Vendor Name

800 Clinch Ave  
 Vendor Address

Clinton  
 City

Tennessee 37716  
 State Zip

Telephone Number (865) 457-4100

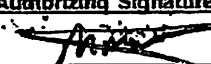
Will Metcalfe  
 Lead Contact Person (Please Print)

Will.Metcalfe@GENPT.com  
 E-Mail Address

Taxpayer Identification Number, Social Security or  
 Employer Identification Number:  
58-0254510

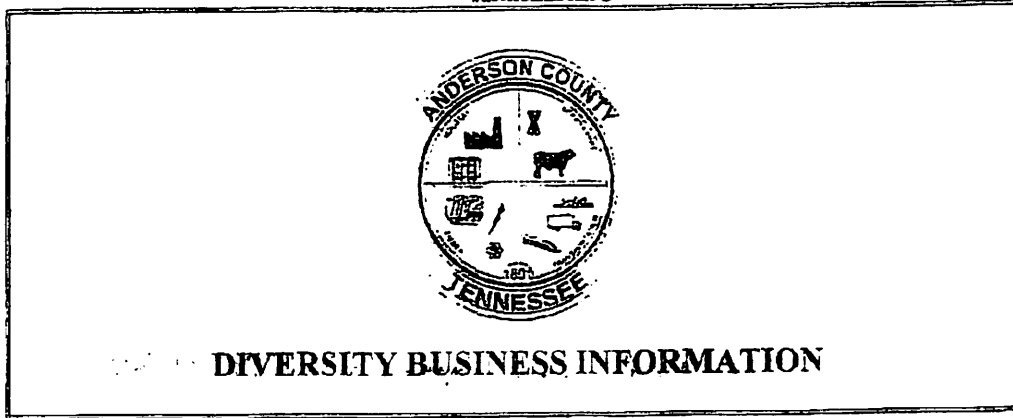
State of Tennessee Business License Number:  
 License # 0103678287

**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



**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. | <input checked="" type="checkbox"/> <b>Workers Compensation<br/>Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> <b>Commercial General Liability</b>   | \$500,000 per occurrence<br>\$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"/> <b>Business Auto</b>   |   |
|    | <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"/> <b>Crime Coverages</b>   |   |
|    | <input type="checkbox"/> Employee Dishonesty  |   |
|    | <input type="checkbox"/> Employee Dishonesty Bond   |   |
| 5. | <input type="checkbox"/> <b>Property Coverages</b>  |   |
|    | <input type="checkbox"/> Builders Risk  |   |
|    | <input type="checkbox"/> Inland Marine  |   |
|    | <input type="checkbox"/> Transportation   |   |
| 6. | <input checked="" type="checkbox"/> 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 <u>MUST</u> be submitted before purchase order issued. <b>REQUIRED IF BID IS OVER \$100,000.</b> |   |


**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.

Genitive Parts Company DBA MAJA  
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) (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)

5/9/24  
\_\_\_\_\_  
Date

Will McCarroll - Greentree Parts Company DBA: NAPA Auto Parts  
\_\_\_\_\_  
Contractor or Company Name (print)

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 hereon 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](http://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 1.

### 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:

3445 Paducah Bank Drive  
PO Box 4097 Paducah KY 42002 ~ Ph.270.443.1610



**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**

  
 \_\_\_\_\_  
**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. E-filing 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)

### 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

### 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 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 Affidavit**

STATE OF Kentucky

COUNTY 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

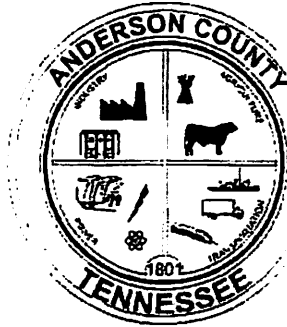
VP of Operations  
Title

Sworn to and subscribed before me this 2<sup>nd</sup> day of April, 2024.

[Signature]  
Notary Public

My commission expires: 1/19/27

## 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
- 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**

**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:**

Rachael Spann  
(Please sign original in blue ink)

11/11/2011

11/11/2011

11/11/2011

11/11/2011

11/11/2011

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**Attachment 4  
Insurance Requirement Acknowledgment**

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

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

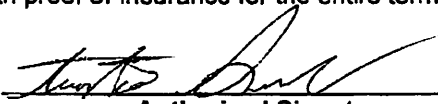
- 1.  **Workers Compensation  
Employers Liability** Statutory limits  
100,000/100,000/500,000
- 2.  **Commercial General Liability** \$500,000 per occurrence  
\$1,000,000 aggregate
  - Occurrence Form Only
  - Include Premises Liability
  - Include Contractual
  - Include XCU
  - Include Products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

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

**Bidders Statement and Certification**

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

Data Records Management Services LLC  
Vendor Name

  
Authorized Signature

Richard Spann  
Bid Representative Name (Please Print)

4/1/2024  
Date



AGENCY CUSTOMER ID: DATAREC-01

JMORGAN

LOC #: 1



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

**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)



24-0101

11164 Outlet Drive, Knoxville, TN 37932  
 P. O. Box 22757 Knoxville, TN 37933  
 PHONE (865) 525-8020 • FAX (865) 522-1819  
 info@nucycle.com

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	
<b>CONTRACT COMMENTS</b> 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 <b>TRADE-IN Information:</b>				Sub Total	
				Tax	
				Delivery	
				Install & Train	
				<b>TOTAL</b>	
				Less Deposit	
				Less TRADE-IN	
				<b>BALANCE DUE</b>	
Customer Signature <b>X</b> <i>Jeff Cole</i>		Date 5/31/2024	Print Customer Name Jeff Cole		
Salesperson		Sales Rep ID	Sales Manager Approval		
Purchase Order #		Check #	Service Manager Approval		
Leasing Company		Term	Purchase Option	Pmt. Amt \$	
SPECIAL INSTRUCTIONS:					

24-0151

# 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.

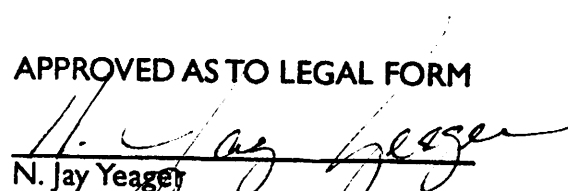
Client acknowledges that there is NO SERVICE, of any kind, provided as part of this sale agreement. Any needed service will be billable at NuCycle's then current Service Rate unless a Service Agreement is put into place under a separate agreement document.

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**

<b>Agency Tracking #</b> NA	<b>Edison ID</b> 51638	<b>Contract #</b> 51638	<b>Amendment #</b> 1
--------------------------------	---------------------------	----------------------------	-------------------------

<b>Contractor Legal Entity Name</b> Anderson County Government	<b>Edison Vendor ID</b> 4143
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**Amendment Purpose & Effect(s)**  
Revises Contract Scope, Revises Clauses

**Amendment Changes Contract End Date:**  YES  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	Other	TOTAL Contract Amount
FY24		\$67,000.00			\$67,000.00
FY25		\$67,000.00			\$67,000.00
FY26		\$67,000.00			\$67,000.00
<b>TOTAL:</b>		<b>\$201,000.00</b>			<b>\$201,000.00</b>

<p><b>Budget Officer Confirmation:</b> 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.</p>	<p>OCR USE</p>
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<b>Speed Chart</b> FA00003428	<b>Account Code</b> County - 71301000
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**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/>	
<b>GRANTEE SIGNATURE</b>	<b>DATE</b>
Terry Frank, County Mayor	
<hr/>	
<b>PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)</b>	

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

<hr/>	
<b>JIM BRYSON, COMMISSIONER</b>	<b>DATE</b>

**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/Countries 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**

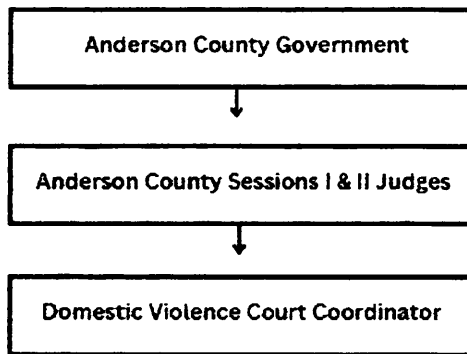
Activity/ Output	Position of Person Completing	Due Date for Completion
Develop a 2024-2025 and 2025-2026 DV Court Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025
Develop a DV Court Core Team Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (monthly meetings)
Develop a DV Court Stakeholder 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><b>Domestic Violence Court Coordinator Supervisors:</b> Judge Bowling &amp; Judge Tuck</p>
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### **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), 7<sup>th</sup> 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.**

24-0143

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.

**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.

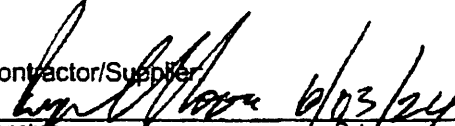
**Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

**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

Ryan Moore  
Printed Name

VP Pricing & Customer Satisfaction  
Title

O'Reilly Automotive Stores, Inc.  
dba O'Reilly Auto Parts  
Name of Company

233 S. Patterson Ave.  
Address

Springfield, MO. 65802  
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

24-043

COPY

**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](mailto: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](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto: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

List\*  
% Discount off 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](http://www.firstcallonline.com) for easy verification of discount. Walk-in price does not appear on invoices except for walk-in for 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.

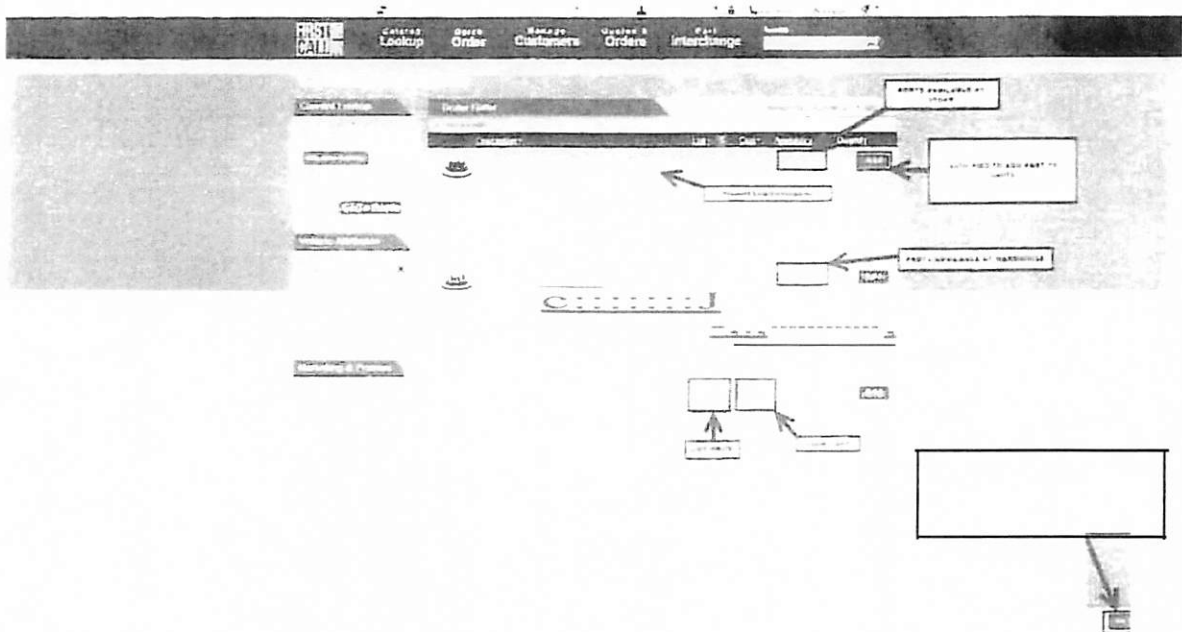


### Pricing/Catalog

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](http://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 Stores, Inc. db O'Reilly Auto Parts  
Vendor Name

626 N. Charles Seivers Blvd

Vendor Address

Clinton

City

Tennessee

37716-3839

State

Zip

Telephone Number (865) 457-0379 or 457-0325

Dave Edinger, Store Manager

Lead Contact Person Prease Pri...

POs: purchaseorders@oreillyauto.com

Bid\_pro bids@oreillyauto.com

E-Mail Address

Taxpayer Identification Number, Social Security of Employer Identification Number:

44-0618012

State of Tennessee Business License Number  
License# 0105197048

I agree to abide by all terms and Conditions or in this  
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 "No Bid" or void  
entire bid. Sign log this form affirms that the original  
invitation for Bid document has not been altered in any

Authorizing Signature:

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

I would like to add the following identification to the  
Purchase Order provision in the sample contract if we are  
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 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]                     | <b>Workers Compensation<br/>Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000      |
| 2. | 1:8:1                    | <b>Commercial General Liability</b>   | \$500,000 peroccurrence<br>\$1,000,000 aggregate |
|    |                          | <input checked="" type="checkbox"/> Occurrence Form Only<br><input checked="" type="checkbox"/> Include Premises Liability<br><input checked="" type="checkbox"/> Include Contractual<br><input checked="" type="checkbox"/> Include XCU<br><input checked="" type="checkbox"/> Include Products and Completed Operations<br><input checked="" type="checkbox"/> Include Personal Injury<br><input checked="" type="checkbox"/> Include Independent Contractors<br><input checked="" type="checkbox"/> Include Vendors Liability<br><input checked="" type="checkbox"/> Include Professional or E&O Liability |  |
| 3. | <input type="checkbox"/> | <b>Business Auto</b>  |  |
|    |                          | <input type="checkbox"/> Include Garage Liability<br><input type="checkbox"/> Include Garage Keepers Liability<br><input type="checkbox"/> Copy of Valid Driver's License<br><input type="checkbox"/> Copy of Current Motor Vehicle Record<br><input type="checkbox"/> Copy of Current Auto Liability Declarations Page   |  |
| 4. | <input type="checkbox"/> | <b>Crime Coverages</b>  |  |
|    |                          | <input type="checkbox"/> Employee Dishonesty<br><input type="checkbox"/> Employee Dishonesty Bond   |  |
| 5. | <input type="checkbox"/> | <b>Property Coverages</b>   |  |
|    |                          | <input type="checkbox"/> Builders Risk<br><input type="checkbox"/> Inland Marine<br><input type="checkbox"/> Transportation   |  |
| 6. |                          | 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 <b>MUST</b> be submitted before purchase order issued. <b>REQUIRED IF BID IS OVER \$100,000.</b>   |  |

**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**

Roanen Barron, Senior Bid Analyst  
**Bid Representative Name (Please Print)**

5/9/2024  
**Date**

**Authorized Signature**

Memorandum of Insurance

Effective 03/01/2024  
**Exhibit 1**

PRODUCER

Webb Tower 701 North Tower  
 1000 20 County St.  
 P.O. Box 3068  
 Wichita, KS 67201-0306

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED REVIEWERS FOR INTERNAL USE ONLY AND CONFERS NO RIGHT OR LEGAL LIABILITY ON ANY MEMBER OF THIS MEMORANDUM OTHER THAN THE ONE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, ALTER OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED OR DISTRIBUTED WITHIN AN AUTHORIZED REVIEW AND VIEW ONLY BE USED AND VIEWED BY AN AUTHORIZED REVIEWER FOR ITS INTERNAL USE. ANY OTHER USE, REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.

ASURED

Q Realty Automobile Services, Inc. Q Realty Auto Enterprises LLC and its subsidiaries  
 230 South Parkview Way  
 Springfield, MO, USA 65801-2201

COMPANIES AFFORDING COVERAGE

COMPANY A: Q Realty Auto Insurance Company  
 COMPANY B: Q Realty Auto Insurance Company  
 COMPANY C: Q Realty Auto Insurance Company  
 COMPANY D: National Union Fire Insurance Company of Pittsburgh

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE REFERRED TO HEREIN ARE SUBJECT TO THE INDEMNITY CLAIMS AS SET FORTH IN THE POLICY. PERIODS OF TIME AND LIMITS OF COVERAGE MAY VARY FROM THE INFORMATION CONTAINED HEREIN. THE INFORMATION CONTAINED HEREIN IS SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HEREIN HAVE BEEN REDUCED TO COVER THE LIMITS.

GENERAL LIABILITY

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
00	COMMERCIAL GENERAL LIABILITY	88888888	03/01/2024	03/31/2025	EACH OCCURRENCE 1,000,000
	AGREEMENTS				LIABILITY TO RENTED PREMISES 500,000
	GENERAL AGREEMENTS				MED EXP. AND DEFENSE COSTS
					PERSONAL AND ADVERTISING
					GENERAL CONTRACTORS
					PRODUCTS AND COMPLETED OPERATIONS

AUTO LIABILITY

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
00	COMMERCIAL AUTO LIABILITY	88888888	03/01/2024	03/31/2025	LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000
	AGREEMENTS				BIODIVERSITY AND ENVIRONMENTAL
					BIODIVERSITY AND ENVIRONMENTAL
					BIODIVERSITY AND ENVIRONMENTAL

EMPLOYERS LIABILITY

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
00	EMPLOYERS LIABILITY	88888888	03/01/2024	03/31/2025	EACH OCCURRENCE 500,000
	AGREEMENTS				AGGREGATE 500,000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
00	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	88888888	03/01/2024	03/31/2025	LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000
	AGREEMENTS				LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000
					LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000
					LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000

ADDITIONAL COVERAGE

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
00	ADDITIONAL COVERAGE	88888888	03/01/2024	03/31/2025	LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000
	AGREEMENTS				LIABILITY SINGLE LIMIT PER OCCURRENCE 500,000

ADDITIONAL INFORMATION

FOR MORE INFORMATION, CONTACT THE PRODUCER OR THE POLICY NUMBER. THE INFORMATION CONTAINED HEREIN IS SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

**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 -   
Roa nen 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)



Attachment 2

**Non-Collusion Affidavit**

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

**Non-Collusion Affidavit**

STATE OF Missouri

COUNTY OF Greene

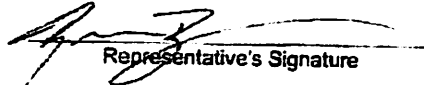
O'Reilly Automotive Stores, Inc.

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:

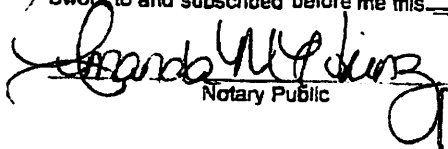
- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
  - Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this 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 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) 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

Roanen Barron, Senior Bid Analyst  
Title

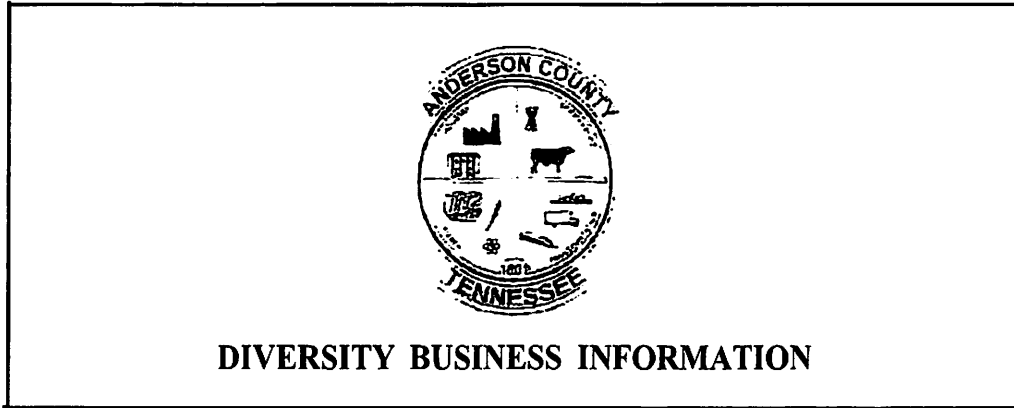
Sworn to and subscribed before me this 11/11/2020

  
Notary Public

My commission expires: 09/11/2021

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

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 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.





# 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](mailto:purchasing@andersoncountyttn.gov)

---

**Bid #2452**

**Date Issued: May 20, 2024**

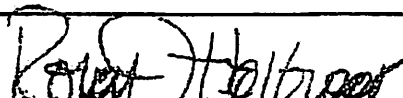
**Bids will be received until  
2:30 p.m. Eastern Time on June 3, 2024**

---

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](mailto:purchasing@andersoncountyttn.gov) and [kkleehammer@andersoncountyttn.gov](mailto:kkleehammer@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 Affidavit**

STATE OF TENNESSEE

COUNTY 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.

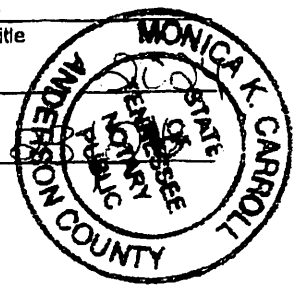
[Signature]  
Representative's Signature

PARTS MANAGER  
Title

Sworn to and subscribed before me this 21<sup>st</sup> 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.

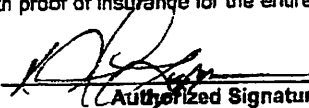
- 1.  **Workers Compensation Employers Liability** Statutory limits  
100,000/100,000/500,000
- 2.  **Commercial General Liability** \$500,000 per occurrence  
\$1,000,000 aggregate
  - Occurrence Form Only
  - Include Premises Liability
  - Include Contractual
  - Include XCU
  - Include Products and 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

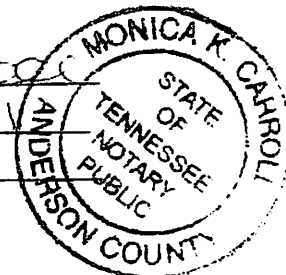
PERSONALLY APPEARED Ray Varner, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY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

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 be in place before commodities are delivered.

**Contractor Compensation.** Contractor shall be paid by the County within thirty (30) days of invoicing and delivery. The compensation to Contractor shall be calculated 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  
5/21/24  
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

**Attachment 6  
Sample Contract for Goods**

**XX-XXXX**

---

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](mailto: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](mailto:purchasing@andersontn.org) no less than ninety-six (96) hours before bid opening date.

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

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

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

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

**1.8 NON-DISCRIMINATION:** 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](http://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. § 12-12-105 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

\_\_\_\_\_

# 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](mailto:purchasing@andersoncountyttn.gov)

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**Bid #2452**

**Date Issued: May 20, 2024**

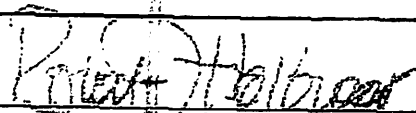
**Bids will be received until  
2:30 p.m. Eastern Time on June 3, 2024**

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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.

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 5/20/24  
Robert Holbrook, Director of Finance

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**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](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto: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) 756-8003

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:  
  
 (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 Affidavit**

STATE OF Tennessee

COUNTY 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

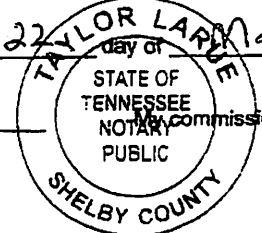
Sales Manager  
Title

Sworn to and subscribed before me this

22 day of May

2024

[Signature]  
Notary Public



My commission expires: 09/06/26

## 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

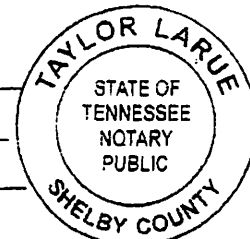
PERSONALLY APPEARED Blair Sneed PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY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



**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 Drivers 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

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

[purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov)

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**Bid #2452**

**Date Issued: May 20, 2024**

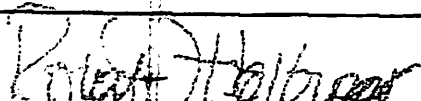
**Bids will be received until  
2:30 p.m. Eastern Time on June 3, 2024**

---

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 Holbrook, Director of Finance

---

BID DESCRIPTION
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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](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto: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) 756-8003

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:**

  
 (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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**Non-Collusion Affidavit**

STATE OF Tennessee

COUNTY 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

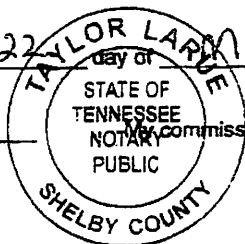
Sales Manager  
Title

Sworn to and subscribed before me this

22 day of May

2024

[Signature]  
Notary Public



My commission expires: 09/06/26

## 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
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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

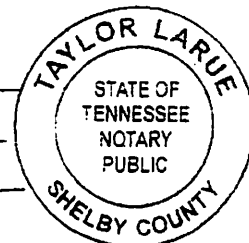
PERSONALLY APPEARED Blair Sneed PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY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



**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
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- 5.  **Property Coverages**
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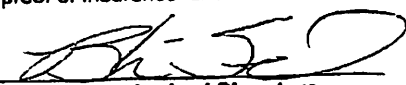
6.  **Performance Bond Required** – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID 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)



NEW ACCOUNT  EXISTING ACCOUNT

INSTALLATION DATE \_\_\_\_\_  
MM/DD/YYYY

**CUSTOMER SERVICE AGREEMENT**

COMPANY NAME (Customer) Anderson County Highway Department LOC. NO. \_\_\_\_\_  
 ADDRESS 183 JD Yarnell Industrial Pkwy ROUTE NO. \_\_\_\_\_  
Clinton, TN 37716 DATE \_\_\_\_\_  
 PHONE 865-457-2735 SIC/NAICS \_\_\_\_\_

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD <sup>1</sup>	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE <sup>2</sup>	
Blend Shirts Long Sleeve 0102		<u>Weekly</u>	1	6	.17	S			
Blend Shirts Short Sleeve 0202			1	6	.17	S			
SoftTwill Pants 1002			1	6	.24	S			
Cotton Shirts Long Sleeve 0101			1	6	.20	S			
Cotton Shirts Short Sleeve 0201			1	6	.20	S			
Dickies Carpenter Jeans 12CH05			1	6	.26	S			
Unifirst Relaxed fit Jeans 10HD69			1	6	.26	S			
Jackets 1527			1	1	.30	S			
3x5 Mat			1	4	3.00	S			
4x6 Safety Mat			1	1	4.00	S			
Cotton Pants 1001			1	6	.26	S			

Minimum weekly charge applies, equal to 75% of the initial weekly install value

OTHER CHARGES	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	1.00
Company emblem per piece	2.00
Direct Embroidery: Wearer name per piece	
Company name per piece	
Lost and Damage Insurance	.09 per garment

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	NA
Special cuts per piece	NA
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	8.00

PAYMENT TERMS: C.O.D.  E.F.T.  Approved Charge<sup>3</sup>

**COMMENTS**  
 Contract to start July 1st, 2024. Quantities decided at time of fitting.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.<sup>4</sup>

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identities—that has been requested.

SALES REP: Scottie Gosnell 5/30/2024  
SALES REP (Print Name) DATE  
 ACCEPTED<sup>5</sup>: \_\_\_\_\_  
LOCATION MANAGER (Signature) DATE  
 \_\_\_\_\_  
LOCATION MANAGER (Print Name and Title)

ACCEPTED: Mary Long 5/30/24  
CUSTOMER (Signature) DATE  
GARY Long, Road Superintendent  
CUSTOMER (Print Name and Title)  
sdarnelle@andersoncountyttn.gov  
EMAIL

<sup>1</sup> Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.  
<sup>2</sup> Merchandise which is Val-U-Leased is not cleaned by UniFirst.  
<sup>3</sup> Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

<sup>4</sup> All returned checks and declined credit/debit cards subject to \$35 processing fee.  
<sup>5</sup> This Agreement is effective only upon acceptance by UniFirst Location Manager.





CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of, and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID CUUROOQOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and except as expressly specified below, affords no special user protections. Customer further acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related. Customer acknowledges that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs, and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (\* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise, or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

~~This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed) pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties. The Arbitrator shall have no power to vary or ignore the provisions hereof, and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.~~

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

No Auto Renewal!  
RS

No Arbitration!  
RS

**Anderson County Highway Department**

**This is an addendum to the contract Dated:**

- UniFirst agrees to a (1) 12-month initial term with (4) continual 12-month extensions following initial term for a total of 60 Months. If Customer wishes to discontinue service with UniFirst at the end of initial term, a written notice must be made 60 days prior to the anniversary date of service.

Supplier Acceptance (UniFirst): \_\_\_\_\_

Customer Acceptance: Mary Long  
Title: Anderson County Road Superintendent

APPROVED AS TO LEGAL FORM

N. Jay Yeager  
N. Jay Yeager  
Anderson County Law Director

# Delivery and Preparation

Anderson County Hwy Dept

Pricing listed here is good for 30 days from date - 05/16/24

Category	Price	Frequency
Employee Name Emblem (Per Piece)	\$1.00	Waived on first install
Employee Name Emblem (Per Piece)	\$1.00	New Employee Set-Up
Garment Prep Charge (Per Piece)	\$0.50	Waived on first install
Garment Prep Charge (Per Piece)	\$0.50	New Employee Set-Up
Company Emblem (Per Piece)	\$2.00	Waived on first install
Company Emblem (Per Piece)	\$2.00	New Employee Set-Up

UniFirst does not have any of the strange or redundant charges our industry often toys with, nor do we practice unethical billing practices with our ancillary charges. UniFirst charges legitimate and justified ancillary charges in a fair and predictable manner.

6/6/11

Item Description	Inventory	<del>Rate</del> Rate	Frequency	Total
Uniform Shirts Short or Long Sleeve 0102,0202	126	\$0.17	1	\$21.42
Cotton Works Shirts Short or Long Sleeve 0101,0201	12	\$0.20	1	\$2.40
SoftTwill Pants 1002	6	\$0.24	1	\$1.44
Jeans Carpenter and Regular Jeans 12CH05, 10HD	138	\$0.26	1	\$35.88
Jackets 1527	24	\$0.30	1	\$7.20
3x4 Mat	4	\$3.00	1	\$12.00
4x6 Safety Mat	1	\$4.00	1	\$4.00
Lost and Damaged Insurance (Per Garment)	306	\$0.09	1	\$27.54
Delivery Charge (DEFE)	1	\$8.00	1	\$8.00
Total: This is for A Lease Program for 23 men. 6 Shirts, 6 Pants, 1 Jacket				\$119.88

UniFirst