

# 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@andersontn.org](mailto:purchasing@andersontn.org)  
<http://andersontn.org/purchasing>

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**Bid No.: 4931**

**Date Issued: February 21, 2019**

**Bids will be received until  
2:30 p.m. Eastern Time on March 6, 2019**

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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 PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Natalie Erb, Director of Finance

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BID DESCRIPTION
Bid for Milk Coolers for the School Nutrition Program.
Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

**BID #4931**

**ANDERSON COUNTY SCHOOLS CLINTON, TN 37716**

**SCHOOL NUTRITION PROGRAM (SNP)**

**CAFETERIA EQUIPMENT**

**MILK COOLERS FOR SCHOOLS**

**FIRM FIXED PRICE**

**GENERAL**

Attached are instructions and conditions for submitting a Cafeteria Equipment Bid for ANDERSON COUNTY SCHOOLS IN CLINTON, TN 37716. 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**

Sealed written bids will be received at the time and place specified on the Invitation to Bid. The first shipment of items should be at the school sites by 03/29/2019.

**VENDOR QUALIFICATION**

Potential bidders must meet the following criteria:

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance
- Minimum 3 (three) years experience supplying similar product/commodities and services to school districts similar in size to Anderson County
- Bid would include all items on the invitation

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product lines
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Documented unacceptable product

## **BID AWARD**

Bids are to be opened at the time specified by the county purchasing agent. Only the bottom line total figure will be read at the bid opening. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The bid will be awarded in writing to the responsive and responsible *bidder* whose submission is the lowest cost, while meeting the minimum specifications. It is the intent of the *ANDERSON COUNTY SNP* to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises, and labor surplus area firms with increased opportunity to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor for awarding the bid. Other school districts, with vendor approval, may use this bid to purchase products.

*Anderson County SNP* 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. Until the winning bidder receives a purchase order from Anderson County, the actual purchase and expenditure of funds will not be official. The purchase of products or services should commence after all this has been accomplished.

## **BIDS REQUESTED ON BRANDS OR EQUAL**

Reference to brands or equal are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. All bidders should furnish with the bid such specifications, catalog pages, web site references, brochures or other data that will provide the school nutrition director adequate information to research and determine if the item offered will meet the needs of the school. Failure to provide this data may be considered valid justification for rejection of the bid.

## **REMANUFACTURED/PRE-OWNED EQUIPMENT**

Not allowed unless specifically asked for.

## **SITE VISITS**

Site visits at the specified time/date in bid documents are mandatory. Milk cooler bids will not require a prebid conference or site visit.

**BID RENEWAL** Not Applicable, past the specified bid dates.

## **BID PREPARATION**

Bidders must submit one price for each item on the bid. Each bidder should bid on all items listed in the bid document description of items unless otherwise indicated on the bid tabulation/document description sheet. The total bottom line cost will be determined by multiplying each item bid price times the quantity figure and adding the extended dollar figures. 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. Specification sheets for each item must be attached to the submitted bid documents.

Item quantities do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document 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.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once request clarification from the Anderson County Purchasing Agent. Item cost must include delivery to schools. Item cost must include FOB destination, offloading, uncrate, unpack, set in place, check for operation, training, two operation manuals and removal of all packing materials from premises unless otherwise indicated.

## **VENDOR PERFORMANCE**

If the Vendor fails in full or part to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Anderson County School Nutrition Program may terminate this agreement, in whole or in part, and may consider such failure or noncompliance a breach of contract/agreement. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified, or failure to make replacements of a rejected item, will immediately constitute the authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

## **INVOICES AND STATEMENTS**

Three (3) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the school nutrition director or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. **Unsigned invoices will not be paid.** If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering.

**At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school must be mailed to the following address:**

**Anderson County School Nutrition Program  
101 S. Main Street, Suite 470  
Clinton, TN 37716-3710**

## **PAYMENTS**

Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month. Payments will be submitted for approval to the Anderson County Office of Accounting and Budgets no later than thirty (30) days after the end of the month that services were rendered. All schools serviced under this contract are tax exempt.

## **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. NES, IP, NSC, NME, NSF, and energy coding must be indicated on the bid for each item.

## **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.

### Pricing is Firm Fixed

The prices on the bid must include the delivery terms. Item cost must include delivery to schools. Item cost must include FOB destination, offloading, set in place, uncrate, unpack, install, check for operation, training, and removal of all packing materias from premises unless otherwise stated

### **USDA Discrimination Statement**

**USDA 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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;

This institution is an equal opportunity provider.

(2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

Units to be shipped, delivered, uncrated and set in place by the Food Service Dealer/Successful Vendor Bidder for no additional charge. The unit packaging should be removed from premises by vendor. Delivery to the sites must be accomplished no later than March 29, 2019. See attached sheet for delivery addresses and quantity and size per site. In the event of a math error, unit price will prevail.

Model number and brand used is an example of minimum quality/construction/specifications. See bid language for substitute brands.  ITEM	Quantity	Price per unit	Extended price (unit price * Quantity)
True TMC 58-S-DS-SS-HC Milk Cooler, forced air, stainless steel exterior, interior, and floor with heavy duty floor racks. Digital thermometer, 4" castors, R290 Hydrocarbon refrigerant, 115v/60/1, 2.7 Amp.  16 Crate, Dual Sided, drop down side doors with top access, and locks for security.	3		\$
True TMC 49-S-DS-SS-HC Milk Cooler, forced air, stainless steel exterior, interior, and floor with heavy duty floor racks. Digital thermometer, 4" castors, R290 Hydrocarbon refrigerant, 115v/60/1, 2.7 Amp.  12 Crate, Dual Sided, drop down side doors with top access, and locks for security	16		\$
True TMC 34-S-DS-SS-HC Milk Cooler, forced air, stainless steel exterior, interior, and floor with heavy duty floor racks. Digital thermometer, 4" castors, R290 Hydrocarbon refrigerant, 115v/60/1, 2.7 Amp.  8 Crate, Dual Sided, drop down side doors with top access, and locks for security	3		\$
Freight cost (state one price or leave blank and write "freight included in unit price").			Freight  \$
Total cost for all units plus freight			\$

VENDOR NAME \_\_\_\_\_

VENDOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**School Nutrition Program Anderson County Schools**

**Margaret Burrell- Director**

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: Kim Shetterly  
Phone: 865-457-9494  
Email: [kshetterly@acs.ac](mailto:kshetterly@acs.ac)  
2 Qty TMC 49

Andersonville Elementary  
School  
1951 Mountain Road  
Andersonville, TN 37705  
Manager: Sherry Humphrey  
Phone: 865-494-8826  
Email: [shumphrey@acs.ac](mailto:shumphrey@acs.ac)  
1 TCM 49

Briceville Elementary School  
103 Slatestone Road  
Briceville, TN 37710  
Manager: Judy Bray  
Phone: 865-4264741  
Email: [judybray@acs.ac](mailto:judybray@acs.ac)  
1 TCM 49

Claxton Elementary School  
2218 Clinton Highway  
Powell, TN 37849  
Manager: Robin Moore  
Phone: 865-945-3233  
Email: [rmoore1@acs.ac](mailto:rmoore1@acs.ac)  
1 Qty TCM 58  
2 Qty TCM 34

Clinton Middle School  
110 North Hicks Street  
Clinton, TN 37716  
Manager: Dot Dabney  
Phone: 865-457-6191  
Email: [ddabney@acs.ac](mailto:ddabney@acs.ac)  
1 Qty TCM 58

Clinton High School  
425 Dragon Drive  
Clinton, TN 37716  
Manager: Joyce Brooks  
Phone: 865-457-8321  
Email: [jbrooks@acs.ac](mailto:jbrooks@acs.ac)  
2 Qty TCM 49  
1 Qty TCM 34

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)  
1 Qty TCM 49

Fairview Elementary School  
6715 Hickory Valley Road  
Heiskell, TN 37754  
Manager: Jessica Green  
Phone: 865-494-8619  
Email: [jgreen@acs.ac](mailto:jgreen@acs.ac)  
1 Qty TMC 49

Grand Oaks Elementary School  
1033 Oliver Springs Highway  
Clinton, TN 37716  
Manager: Melissa Bean  
Phone: 865-435-9893  
Email: [mbean@acs.ac](mailto:mbean@acs.ac)  
1 Qty TCM 58

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)  
2 Qty TCM 49

Lake City Middle School  
1132 South Main Street  
Lake City, TN 37769  
Manager: Kathy Graham  
Phone: 865-426-0010  
Email: [kgraham@acs.ac](mailto:kgraham@acs.ac)  
1 Qty TCM 49

**Clinch River Community  
School Milk Delivery only**  
Maverick Circle (Behind ACHS)  
Clinton, TN 37716  
Manager: Kim Shetterly  
Phone: 865-457-9494  
Email: [kshetterly@acs.ac](mailto:kshetterly@acs.ac)  
Already has milk cooler

Norris Elementary School  
42 East Circle Drive  
Norris, TN 37828  
Manager: Andrea Shaw  
Phone: 865-494-7422  
Email: [ashaw@acs.ac](mailto:ashaw@acs.ac)  
1 Qty TCM 49

Norris Middle School  
5 Norris Square  
Norris, TN 37828  
Manager: Heather Patterson  
Phone: 865-494-2349  
Email: [hpatterson@acs.ac](mailto:hpatterson@acs.ac)  
2 Qty TCM 49

Norwood Elementary School  
669 Tri-County Boulevard  
Oliver Springs, TN 37840  
Manager: Erica McMahan  
Phone: 865-435-0552  
Email: [emcmahan@acs.ac](mailto:emcmahan@acs.ac)  
1 Qty TMC 49

Norwood Middle School  
655 Tri-County Boulevard  
Oliver Springs, TN 37840  
Manager: Velma Crowley  
Phone: 865-435-6234  
Email: [vcrowley@acs.ac](mailto:vcrowley@acs.ac)  
1 Qty TCM 49

Anderson County PreSchool  
708 N Main Street  
Clinton, TN 37716  
Email: [dsilcox@acs.ac](mailto:dsilcox@acs.ac)



**ATTACHMENT  
CERTIFICATION REGARDING LOBBYING**

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
**Signature**

Revised February 2019

\_\_\_\_\_  
**Date**

Anderson County, TN Schools

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

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- (1) **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.**
- (2) **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.**

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Organization Name

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Bid Number

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

---

Date

**Attachment 1**  
**BID NUMBER: 4931 – Milk Coolers**

**SECTION 1 - BID INFORMATION**

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

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person *(Please Print)* \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Taxpayer Identification Number, Social Security or  
Employer Identification Number: \_\_\_\_\_

State of Tennessee Business License Number:  
License # \_\_\_\_\_

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

**Authorizing Signature:**

\_\_\_\_\_  
(Please sign original in blue ink)

Attachment 2

**Non-Collusion Affidavit**

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

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## 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.

## DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

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

### IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

#### SECTION 6 – DIVERSITY INFORMATION

**VENDOR/CONTRACTOR NAME:** \_\_\_\_\_

**Type of Company:** (Check One)

(\_\_\_\_) 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:** \_\_\_\_\_ **OFFICER OF THE COMPANY**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

#### NOTARY ACKNOWLEDGEMENT:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_,

PERSONALLY APPEARED \_\_\_\_\_, 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: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**Attachment 4**  
**Insurance Requirement Acknowledgment**

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

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

- |  |  |   |
|--|--|---|
| 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 type="checkbox"/>            | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <b><u>MUST</u></b> be submitted before purchase order issued. |   |

**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.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Bid Representative Name (Please Print)

\_\_\_\_\_  
Date

**BACKGROUND CHECK COMPLIANCE FORM****ANDERSON COUNTY GOVERNMENT**

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

**BID NUMBER** \_\_\_\_\_**CONTRACT NUMBER** \_\_\_\_\_

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

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

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

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

Company or Individuals (Name) \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

(       )

Contractor License Number (If Applicable) \_\_\_\_\_

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

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_**Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_  
 (Please Print Clearly) (Month, Day, Year)**INTERNAL OFFICE USE ONLY****Notes** \_\_\_\_\_



**Attachment 6 - Statement of No Bid**

Bid # \_\_\_\_\_

Anderson County continually seeks to improve processes. The below feedback from Vendors that provide the requested goods and/or services but decline to bid is much appreciated.

We, the undersigned, have declined to submit a bid for the following reason(s):

\_\_\_\_\_ Specification too restrictive: i.e., geared toward one brand or manufacturer

\_\_\_\_\_ Insufficient time to respond to the Solicitation

\_\_\_\_\_ We do not offer this product or service

\_\_\_\_\_ Our schedule would not permit us to provide in the time allotted

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Specifications unclear (please explain below)

\_\_\_\_\_ Unable to meet insurance requirements

\_\_\_\_\_ Other (please specify below)

Remarks:

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Vendor Name: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ 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. Late bids will not be considered.

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

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

**Email: [purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
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 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS 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 PRICE INCREASE/DELIVERY CHARGES:** Request for price or delivery charge increases must in be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

**1.30 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.

**1.31 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.

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

**1.33 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.

**1.34 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.

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

**1.36 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.

**1.37 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.

**1.38 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.

**1.39 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.

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

**1.41 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.

**1.42 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>.