

# 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.: 2018**

**Date Issued: January 30, 2020**

**Bids will be received until  
2:30 p.m. Eastern Time on April 29, 2020**

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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.



1/29/2020

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Robby Holbrook, Interim Director of Finance

| BID DESCRIPTION   |
|---|
| Bid for Surplus Sale of Commercial Property in downtown Clinton, TN.<br>Questions are to be emailed to <a href="mailto:purchasing@andersontn.org">purchasing@andersontn.org</a> . |

## Bid #2018

### Surplus Property

Anderson County seeks bids for the sale of property located at 205 South Main Street, Clinton TN 37716. This property sits on 1.87 paved acres in downtown Clinton, Tennessee. The building occupies 13,488 square feet on the 1<sup>st</sup> level and 2,108 square feet on the 2<sup>nd</sup> level. It sits on the corner of South Hicks Street and South Main Street with 623 feet of street frontage. Originally built as an auto-dealership circa 1950, the building has been converted to a mixed use facility that features great room with approximately 5,000 square feet. The building also has six offices, two training rooms, a kitchen, five restrooms and a 1,250 square foot room with four bay doors. A parking lot sits on the north side of the property. City utilities and internet/wi-fi are available at this location.

Bids are due April 28<sup>th</sup>, 2020 at 2:30 pm. Sealed Bids must be delivered to the Anderson County Purchasing Office at 100 North Main Street, Suite 214, Clinton, TN 37716.

Walk-Throughs may be arranged by contacting the Purchasing Office, 865-457-6218, [purchasing@andersontn.org](mailto:purchasing@andersontn.org)

This property is being sold "as-is". Bidders may complete inspections at their own expense. Bidders may contact the Purchasing Office to obtain copies of inspections completed by the County.

The Anderson County Law Director will coordinate closing. A sample Purchase Contract is attached as Attachment 2. Prior to bid award, buyer will be required to provide earnest money in the amount of 5% of the purchase price.

This bid is advertised on Vendor Registry (<https://vendorregistry.com/>) and Loop Net (<https://www.loopnet.com/>). Vendor Registry is the official bid repository for Anderson County. All questions regarding this bid must be emailed to [purchasing@andersontn.org](mailto:purchasing@andersontn.org).

The County reserves the right to reject all bids and to enter negotiations with the highest bidder. Brokers may receive up to a 3% commission fee from seller. Commission fees are to be indicated on the Price Sheet, Attachment 1. Bidders must describe the intended use of the property on the Price Sheet.

Attic



Back Side of Building



Front of Building



Great Room



Great Room



Great Room





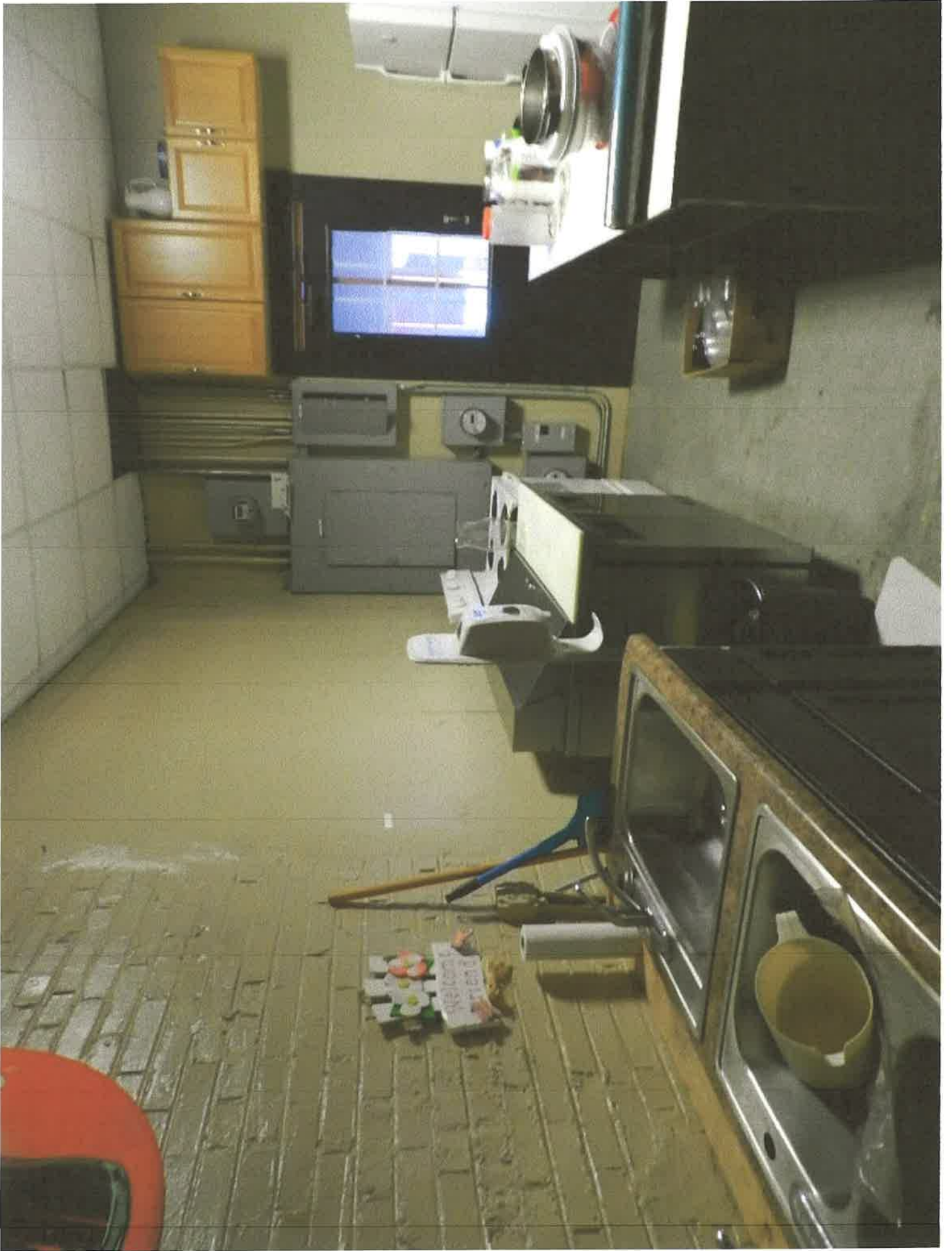
Great Room



Kitchen



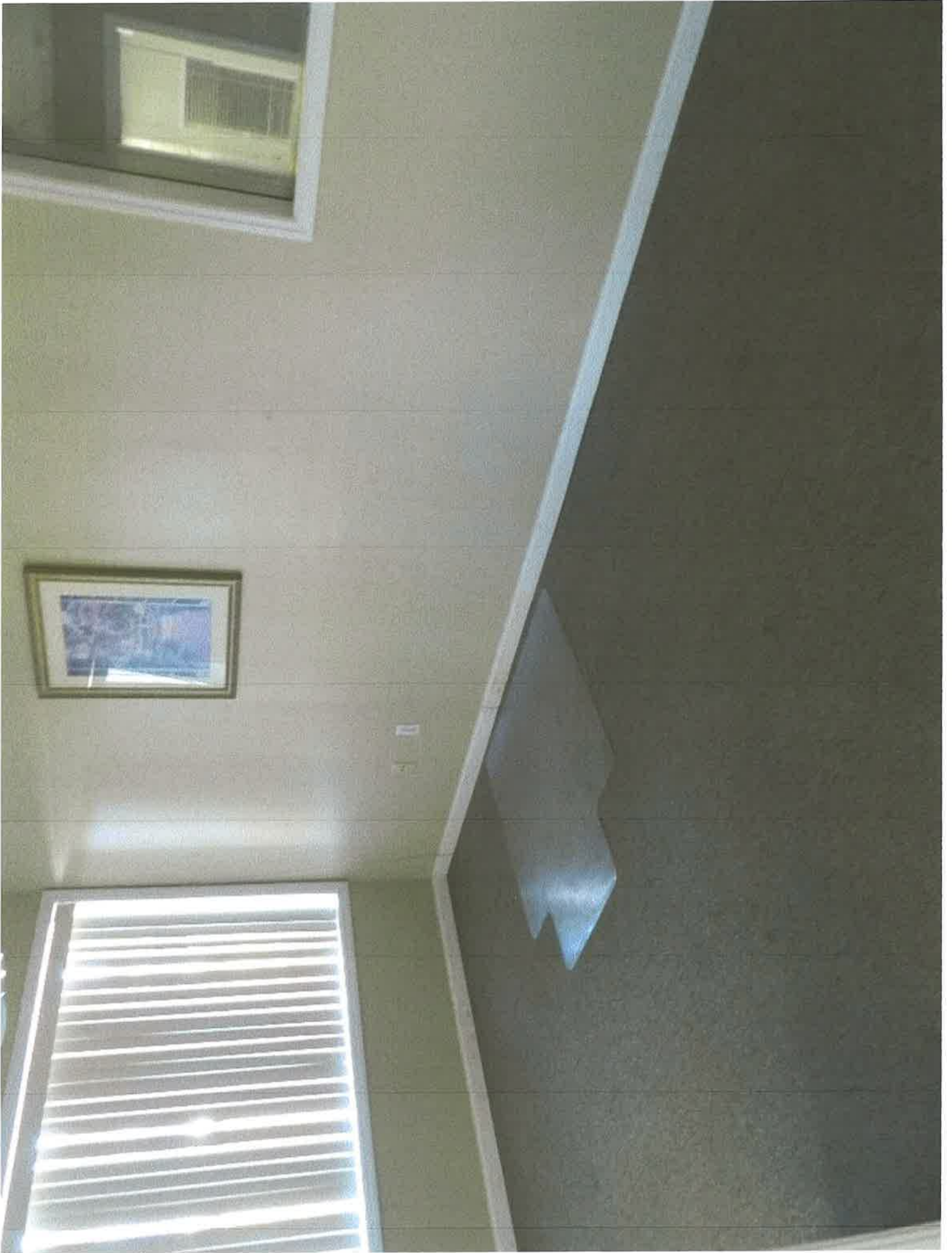
Kitchen



Meeting Room



Office



Office



Restroom



Side of Building

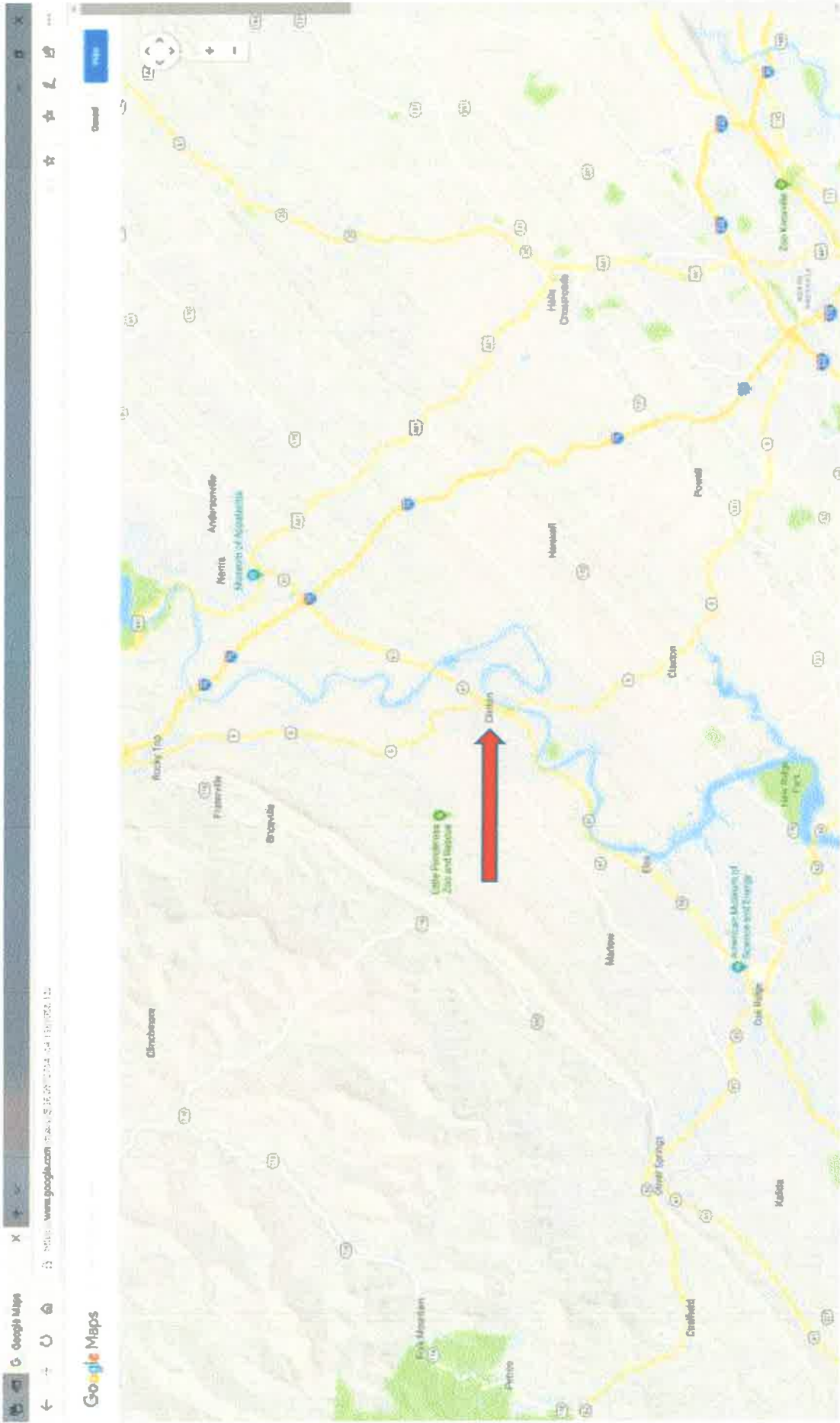




205 South Main Street, Clinton, TN 33716 Aerial Map

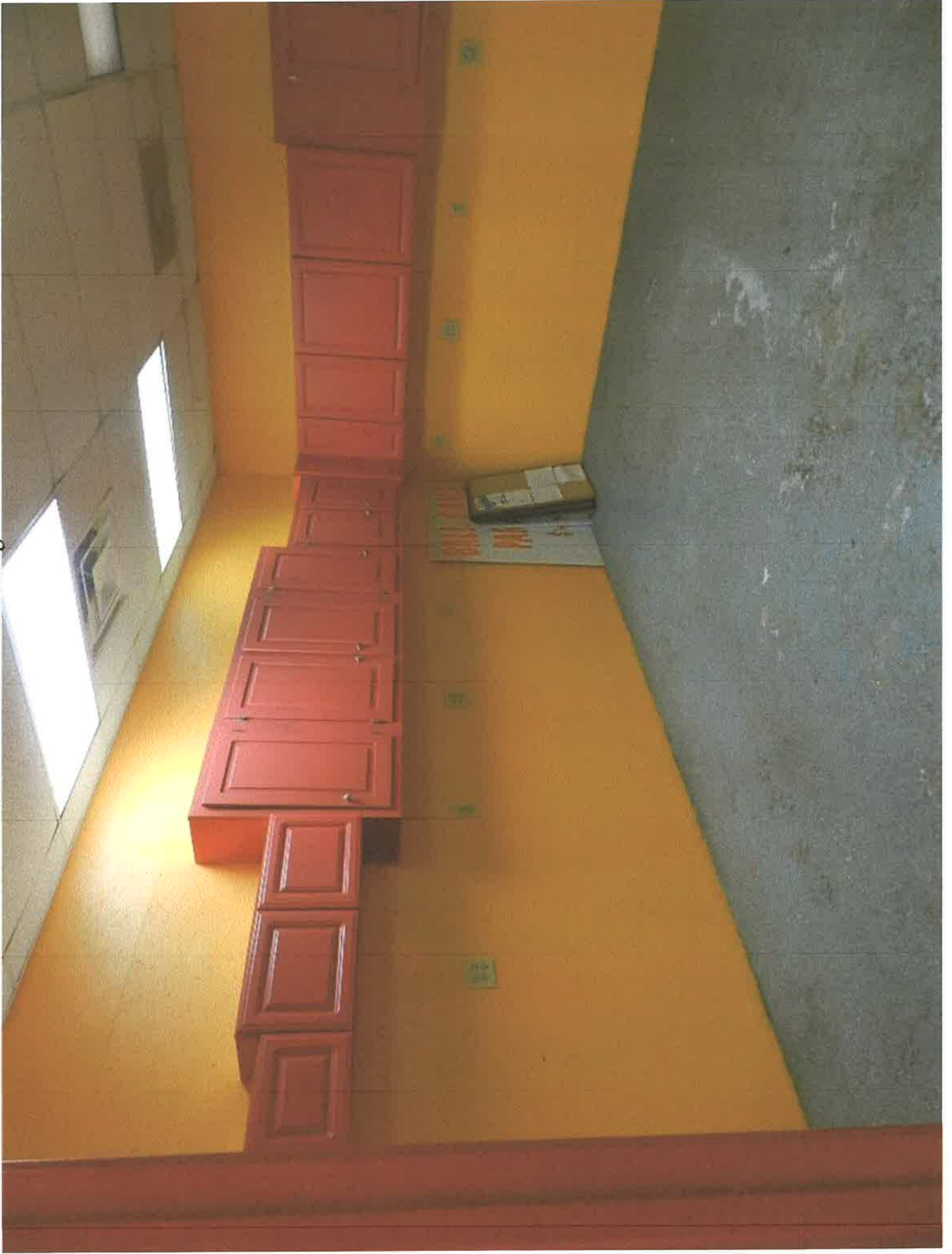


205 South Main Street, Clinton, TN 33716 Regional Map





Training Room



Training Room



**Bid #2018**  
**Surplus Property**  
**Price Sheet**

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

**Price:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Broker Commission Fee Percentage (If Applicable):** \_\_\_\_\_

**Description of Intended Use of Property:**

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**COMMERCIAL REAL ESTATE SALES CONTRACT**

**CONSIDERATION**

1. For and in consideration of the mutual covenants of the parties herein contained and considerations hereinafter mentioned, \_\_\_\_\_ (Buyer) hereby agrees to buy and \_\_\_\_\_, (Seller) agrees to sell and convey by good and valid warranty deed, the following real property on the terms stated in this Contract: All that fee simple land and all improvements thereon described as follows: Map: \_\_\_\_, Parcel: \_\_\_\_, County: \_\_\_\_, City: \_\_\_\_\_, State of \_\_\_\_\_ and further described as follows:

Property situated in the \_\_\_\_\_ civil district of \_\_\_\_ County in the Community of \_\_\_\_ and more specifically described as follows:

\* INSERT LEGAL DESCRIPTION

This being a portion of the property conveyed to \_\_\_\_\_ Development \_\_\_\_\_, by deed from \_\_\_\_\_, dated \_\_\_\_\_, and recorded in Book of Deeds \_\_\_\_\_, page \_\_\_\_\_ in the \_\_\_\_\_ County Register's Office.

This property is subject to all applicable easements and restrictions of record in the \_\_\_\_\_ County Register's Office.

The property is depicted as Lot \_\_\_\_\_ on the attached survey, Exhibit 1 consisting of \_\_\_\_\_ acres, more or less.

**EARNEST MONEY DEPOSIT**

2. Seller acknowledges receipt from Buyer(s) of an earnest money deposit in the amount of \_\_\_\_\_. This earnest money deposit is to be held in escrow by Seller. The earnest money deposit is to be credited against the purchase price at closing and is a guarantee of specific performance.

**CLOSING DATE**

3. This sale is to be closed on or before \_\_\_\_\_, Buyer may occupy property on \_\_\_\_\_. Closing is scheduled at \_\_\_\_\_ p.m. on \_\_\_\_\_ at \_\_\_\_\_. The closing date may be extended if agreed upon in writing by both Buyer and Seller.

**PRICE AND TERMS**

4. (a) Buyer(s) agrees to pay a total purchase price of \_\_\_\_\_ (\_\_\_\_\_) U.S. dollars, which will be paid as follows:  
(\_\_\_\_\_) Cash \$ \_\_\_\_\_  
(\_\_\_\_\_) Financed: Conventional Loan (\_\_\_\_\_) SBA (\_\_\_\_\_) Assumption (\_\_\_\_\_)  
Owner Financed: Amount of Loan \$ \_\_\_\_\_ Down Payment \$ \_\_\_\_\_  
Term of Loan \_\_\_\_\_ Years. Interest Rate: \_\_\_\_ N/A \_\_\_\_ Payment Amortization: No payments. All due at maturity.

Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

**PRORATIONS**

5. At closing, adjustments between the parties shall be made as of the Closing Date. Real and personal property taxes upon the property assessed for the year in which closing occurs (regardless of when due and payable) shall be prorated as of the Closing Date. If the amount of such taxes for the year in which the closing occurs cannot be reasonably ascertained, the apportionment shall be based at closing upon the amount of such taxes for the next preceding tax year but shall be readjusted when the amount of such taxes is finally determined. Any back taxes assessed for any year prior to the year in which closing occurs shall be paid in full by Seller(s) at closing, including all delinquent and/or interest charges. Special assessments levied or pending shall be the responsibility of Seller(s), which responsibility shall survive closing and shall not be merged with the deed.

**CLOSING COSTS**

6. All closing costs shall be paid as follows:  
Buyer shall be responsible for all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer satisfying the terms and conditions hereof; including, but not limited to, Buyer's attorney fees, recording fees and state transfer taxes.

**SURVEY AND TITLE APPROVAL**

7. An as-built survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder will be prepared by a licensed surveyor acceptable to the Buyer(s). Such survey shall incorporate an exact description of the Real Property to be conveyed, shall be dated not more than ninety (90) days prior to the Closing Date, shall show the total area of the Real Property in square feet, easements, if any, dimensions and locations of improvements, parking spaces and rights of way, building setback lines, and such other details as may be required by Buyer(s). Once prepared, the survey description shall become a part of this Contract and such survey description shall be insurable by the title company.

8. Immediately upon the completion of Buyer's(s) inspection and approval of the Property pursuant to Paragraph 10 hereof, Buyer(s) may apply to a title insurance company acceptable to Buyer(s), for a title insurance binder in the amount of the Purchase Price which shall constitute the commitment of such company to insure the title to the Real Property in the name of the Buyer(s) with an ALTA (Form B) owner's title insurance policy. Buyer(s) shall have twenty (20) business days from receipt of the title insurance binder, copies of all documents referenced in the title exceptions disclosed therein, and the survey to review same. If any title defects or other matters objectionable to Buyer(s) are disclosed by any of the items listed in the previous sentence, Buyer(s) shall give Seller(s) written notice of same prior to the expiration of such seven (7) business day period. Seller(s) shall be allowed thirty (30) days, within which to cure such defects; provided however, that in no event shall Seller's(s) cure period extend beyond the Closing Date without the express written consent of the Buyer(s). If merchantable title cannot be obtained which is acceptable to Buyer(s) and/ or Buyer's(s) Lender or for which title insurance cannot be secured, Buyer(s) may call this contract null and void with all deposits returned to the Buyer(s).

**TIME IS OF THE ESSENCE/LEGAL ACTION**

9. Time is of the essence in this contract. There can be no extensions of the terms except those agreed upon in writing by the Buyer(s) and Seller(s) prior to the scheduled closing date.

10. If Seller(s) fails to comply with this Contract within the time specified or if Seller breaches any covenant contained herein, or if any of Seller's(s) representations and warranties are untrue, Buyer(s) shall be entitled to the immediate return of the earnest money and may pursue any remedies available to Buyer(s) at law or in equity, including without limitation, (I) termination of this Contract and suit for money damages, or (ii) suit for specific performance hereof and money damages. An election by Buyer(s) to

Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_



Attachment 2

pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

11. If all contingencies are satisfied and Seller(s) fully complies with this Contract and Buyer(s) fails to comply with this Contract within the time specified and Seller does not waive such default, Seller(s), as Seller'(s) sole and exclusive remedy for such default, shall be entitled to retain the earnest money in lieu of Buyer'(s) obligations to perform hereunder, and Buyer(s) shall be released of all obligations and liabilities hereunder. Seller(s) expressly waives any right to specific performance of this Contract. Because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for a default by Buyer(s), Buyer(s) and Seller(s) agree that the earnest money shall be deemed liquidated damages.

12. The mutual rescission of this agreement by Seller(s) and Buyer(s) shall relieve said parties of their obligations regarding this contract. In any suit, action, proceeding or arbitration arising out of this contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**PROPERTY INSPECTIONS AFTER ACCEPTANCE**

13. Buyer(s) shall have the right to inspect and approve all aspects of the Property, including without limitation the physical condition, for a period of fifteen (15) days (the "Inspection Period") commencing with the acceptance of this Contract. If for any reason whatsoever Buyer(s) is not completely satisfied with all aspects of the Property (physical, financial, market, or otherwise), Buyer shall have the right to terminate this Contract, at Buyer'(s) sole and absolute discretion, by notice to Seller(s) prior to the expiration of the Inspection Period. In such an event, the earnest money shall be immediately returned to the Buyer(s), and each of the parties shall be released from further liability to the other.

Buyer(s) shall have the right to re-inspect the Property immediately prior to closing. If an adverse change in the condition of the Property has occurred, Buyer(s) may terminate this Contract, and in such an event, the earnest money shall be immediately returned to the Buyer(s), and each of the parties shall be released from further liability to the other.

**CONDEMNATION**

14. If all or any part of the real property is subject to pending or threatened condemnation or similar proceeding or is otherwise taken through any power of eminent domain prior to closing, Buyer(s) may terminate this Contract and have the earnest money immediately returned, in which case each of the parties shall be released from further liability.

**SELLER'S REPRESENTATIONS AND WARRANTIES**

15. **Title.** Seller(s) is the true and lawful owner of the Property and has full power and authority to enter into this Contract and to convey the Property. Seller'(s) execution of this Contract and performance hereunder is not in conflict with or a breach or default under any other agreement to which Seller(s) is bound.

16. **Condition of Property.** Each part and element of the Property is in good and useable condition in all material respects and is suited for the purposes for which it is now used. The Real Property is adequately serviced by public utilities, including without limitation, electricity, gas and telephone, with access to and adequately serviced by public sewer and water lines, and, to the best of Seller'(s) knowledge, has no material defects.

17. **Governmental Authority & Compliance.** Seller(s) has not received any notice that the Property is not in compliance with any federal, state or local statute, ordinance, rule, regulation, requirement or code,

Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

Attachment 2

including without limitation building, fire, health, environmental and safety codes, relating and/or applicable to the ownership, use and operation of the Property.

**18. No Dispute.** With respect to the operation, use, and ownership of the Property, there is no existing, or, to the best of Seller'(s) knowledge, threatened default or dispute under the terms of any agreement or contract which materially and adversely affects the Property or its value. Such agreements and contracts include, but are not limited to, any tenant lease or rental arrangement, any service, utility, employment or maintenance agreement, and any covenants, restrictions or easements affecting the Property or benefiting other property. Seller(s) specifically warrant that there are no existing leases on the property.

**19. No Liens.** Seller warrants that there are no encumbrances, liens, or charges of any kind upon the Property.

**20. Contracts & Agreements.** Seller warrants that there are no contracts, agreements, or arrangements relating to the use and operation of the Property.

**21. Litigation.** Seller(s) represent and warrant to the best of Seller'(s) knowledge that there is no pending or threatened litigation. Seller(s) shall indemnify Buyer(s) from any and all costs, expenses, and attorneys' fees which Buyer(s) may incur arising from, relating to, or in defending any action, claim or charge due to, arising out of, or relating to the ownership, operation, use, condition, and/or upkeep of the Property through the closing date, or the actions, conduct and/or omissions of the employees or agents of Seller(s).

**22. Hazardous Substances.** Other than materials and substances known to Buyer, Seller warrants that there has been no storage, disposal, treatment or release of hazardous substances during the period of Seller'(s) ownership, and to the best of Seller'(s) knowledge there has been no storage, disposal, treatment or release of hazardous substances during the period prior to Seller'(s) ownership. To the best of Seller'(s) knowledge, no part of the Property is being used, or has ever been used, for any manufacturing, handling or other process involving hazardous substances. To the best of Seller'(s) knowledge, the Property is in compliance with all local, state and federal laws, ordinances and regulations regarding hazardous substances. The terms used herein, including but not limited to "hazardous substances," shall have the broadest meaning given under applicable state and federal law, including without limitation, that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.

**23. Knowledge.** For the purposes hereof, "Seller's knowledge" shall not be limited to actual knowledge, but shall be deemed to include matters of which Seller(s) has constructive knowledge or any knowledge of Seller'(s) management agent.

**24. Survival.** All of the covenants, representations, warranties of the Seller(s) made herein are and shall be continuous and continuing and all of the same shall remain true and correct in all respects through closing and all of the same shall survive the closing and transfer of title to the Property to Buyer(s) as contemplated hereunder.

**MISCELLANEOUS**

**25. 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 parties.

**26. 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.

Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

Attachment 2

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

28. **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.

29. **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.

30. **Jurisdiction.** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, 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.

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

32. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

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

34. **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.

35. **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.

36. **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.

**SPECIAL TERMS**

37. Buyer(s) must be able to occupy property on or before \_\_\_\_\_.

**ADDENDUM'S**

38. See attached addendum(s) made part of this contract: \_\_\_\_\_

**OFFER AND ACCEPTANCE**

39. This CONTRACT constitutes the entire agreement between Buyer and Seller and supersedes and cancels any and all prior negotiations, representations, warranties, understandings and agreements (both written and oral) of Buyer and Seller. No variations or amendments of this CONTRACT shall be valid or enforceable without written approval of Buyer and Seller. All agreements and representations about the

Buyer's Initials: \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

Attachment 2

Property must be set forth in writing.

Buyer: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Seller: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

**Attachment 3**  
**BID NUMBER: 2018 – Surplus Sale of Commercial Property**

**SECTION 1 - BID INFORMATION**

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

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

**SECTION 2 – BIDDER INFORMATION**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

\_\_\_\_\_  
Contact Person

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

**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)

## 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@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 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>.

Attachment 4

**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: \_\_\_\_\_