

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
<http://andersontn.org/purchasing>

Bid No.: 2117

Date Issued: January 22, 2021

**Bids will be received until
2:30 p.m. Eastern Time on February 12, 2021**

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

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



Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
<p>Bid for Chicken Commodity Processing. Bidders are to submit one original and two copies. The County also requests that bidders include an electronic copy on a flash drive with their bid packets.</p> <p>Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock.</p> <p>Questions are to be emailed to purchasing@andersontn.org.</p>

NW EASTERN TN BUYING GROUP

SCHOOL NUTRITION PROGRAMS

COMMODITY PROCESSING BID #2117

APPROXIMATELY 205,000 POUNDS OF 100103 (A522) BULK PACK LARGE CHICKEN

GENERAL

Attached are instructions and conditions for submitting a Commodity Processing Bid for the NW Eastern TN Buying Group, issued from Anderson County Schools in CLINTON, TN 37716. **The NW Eastern TN Buying Group is not a collective legal entity, being only a buying group for convenience of the district and streamlining for the vendor.**

Districts participating may include Anderson County, Campbell County, Maryville City, Morgan County, Oneida City, Roane County, Scott County, and Union County. Claiborne County would like to reserve the right to elect to participate during or after the bid award process if successful bidder agrees.

The Anderson County Purchasing Department has also included their GENERAL TERMS AND CONDITIONS to this solicitation.

The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability. The use of a particular brand in the specifications is for reference purposes only.

All food must be processed and packaged in accordance with local, State of Tennessee, and FDA regulations contained in the Food Safety Modernization Act of 2010. Food must not contain any trans fats other than naturally occurring. No Isolate soy protein or textured vegetable protein can be added as a substitute for animal protein unless specifically stated in the line items.

Each school district will be responsible for payment of their own bills and will bear no responsibility for the payment of any other districts. Each district will only accept responsibility for their own district quantities and purchase orders.

BID PERIOD

The bid period begins 07/01/2021 AND ENDS 06/30/2022 WITH AN OPTIONAL RENEWAL FOR TWO MORE YEARS (THIS YEAR PLUS 2 SUBSEQUENT YEARS). EACH SCHOOL DISTRICT'S RENEWAL WILL BE CONTINGENT UPON ALLOCATING FUNDING FOR PROCESSING.

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. The product that is bid must meet all the product specifications such as sodium, calories, portion size, weight, meat and grain equivalents for the USDA and case weight.
- Demonstrate successful past performance
- Minimum 3 (three) years experience supplying similar product/commodities and services to school districts similar in size to the districts listed

BID TABULATION

Fee for Service

Regardless of the procurement method used, price is the final determining factor for awarding the contract. If the price of the product plus delivery does not give significant savings over buying the product on the open market, the NW Eastern TN Buying Group may not award the bid or may re-bid or may shift quantities to a different product. Ultimately the price used to determine the bid award will be based on the price per serving that will meet the minimum USDA requirements for a meal component or item and the comparisons from vendor to vendor will be based on the approved equal serving cost. All prices should be net after all rebates, adjustments, and other item price adjustments are made for donated commodity value. The NW Eastern TN Buying Group's individual districts wish to pay a net invoice upon delivery without having to track any rebates or other price adjustments. The School Nutrition Program may ask for samples of food prior to award. Bottom line price per serving will be calculated along with the delivery cost per case to the district from the distributor (to adjust for pack size variances) to arrive at the final individual serving cost. The highest delivery price per case contracted by the TN Department of Agriculture will be used to calculate cost. At the time of bid, that price was \$4.70 per case and will be used as the base year delivery price to determine cost per serving as well as bottom line cost once all case sizes are equalized across all vendors.

Anderson County Purchasing Agent and the NW Eastern TN Buying Group reserves the right to accept or reject any or all bids. The SNP directors of those school districts participating will tabulate the bid, recommend the winning bidder to the county purchasing agent, and the county purchasing agent will notify the bidders. The Anderson County School Board will approve the recommendation and the county attorney will sign the contract after receiving county commission approval. The purchase of products or services should commence after all this has been accomplished. Anderson County Purchasing will add their obligatory bid language to this document that was created under the USDA and State of Tennessee School Nutrition guidance. In the case of contradictory terms, the most stringent will apply. The successful bidder may ask for contracts from each district, but the obligation to buy products will be understood only after each district issues purchase orders to the successful bidder, independent of all other districts. The contract issued will not guarantee quantities processed either by the group as a whole or for each district.

BID RENEWAL and Additional Items Added to Bid

The NW Eastern TN Buying Group, through the Anderson County SNP, reserves the right to renew all aspects of the bid one year at a time for an additional two (2) years based on a firm fixed price. The Group reserve(s) the right to add/or delete products during the contract period as long as the additions do not add over 15% value to the existing contract. The value of the additions will be added to the contract year at each renewal, and the 15% will begin again from the date of renewal. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Anderson County SNP and the Group will notify the contractor of their intention to renew this contract no later than 60 days before the end of contract period. A written response will be due from the contractor no later than 45 (forty-five) days before the end of the contract period. Other Tennessee school systems/districts outside the Buying Group may use this bid document with vendor approval. Other school districts' pounds processed and products processed are independent and variable to those stated for Anderson County School Nutrition and the Buying Group.

BID PREPARATION and SUBMISSION **Also read Anderson County Bid General Terms and Conditions**

Bidders must submit one price for each item on the bid product item sheet. Each bidder should bid on all items listed in the bid document for the commodity group. Anderson County SNP will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bid award will be made on price per serving in relation to servings desired and the bottom line cost will be calculated on case price plus delivery fee of distributor. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction. Delivery cost will be added to the bid to determine lowest serving cost per item if pack sizes differ from vendor to vendor.

All bids shall be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. A copy of the Nutrition Facts label and ingredient statement must be included with the bid. The bidder can send a flash drive or other media device, but a printed copy of the Nutrition Facts as requested must be included in bid submission. The copy of the label must clearly support the USDA standard for crediting foods for the National School Lunch and Breakfast programs. Meat and grain equivalents must reflect a one ounce or two ounce meat equivalent, the grain equivalents for the respective meat contribution, and either have a CN label or a formulation statement signed by the manufacturer representative that will be acceptable for current USDA FNS regulations.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase. At the time of initial bid award, the Corona Virus #19 had radically impacted the usage of chicken and other products processed and purchased commercially. The continued effects of Covid19 can skew the usages for a full year after the end of the first contract year.

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.

Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once send questions by email to purchasing@andersontn.org. Bidders cannot contact/communicate about the bid with the individual districts or the Group between the time of bid solicitation and award.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted by the date due. Item cost must include delivery to commodity warehouse distributor (FOB distributor). Examples of products are not exclusive of all other brands, just an example of specifications.

DELIVERY

- Delivery of products should be in a minimum of three annual shipments to the food distribution companies that are currently under contract to deliver commodities to the Buying Groups districts. Not all districts will have the same commodity distributor. Note that not every district may have the same commodity warehouse distributor. The first delivery being on or before August 01 if requested and subsequent deliveries being made to distribution center no more than four months after the first delivery. Each district will order their own quantities and choose their own delivery dates, but with the understanding that quantities and dates may be adjusted by the processing vendor to accommodate minimum pounds shipped the most economical way.
- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged, stale, or out of date, at no charge.
- If foreign objects are found in foods purchased from vendor and such objects result in injury or sickness to customers, vendor will be responsible for all claims resulting from this injury or sickness and the Board of Education and their employees will not be held responsible.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.
- The successful bidder shall provide the name and telephone contact number of a company contact person, along with a delivery schedule that includes the delivery person's name and contact number.
- Food and nonfood bids will provide products that have expiration dates and/or facility preparation coding that can readily identify the product for sanitation, safety, recall, and freshness measures. Products on commodity bid must have a minimum of 6 months of shelf life once delivered to the distribution warehouse. Ingredient labels, preferably Child Nutrition labels (CN), net weight, supplier information, and other nutritional information must be available on each food container. The item bid must meet or exceed the requirements for the School Lunch Program as far as meat/meat alternate, fruit/vegetable, grain and will be asked for on the solicitation for bid.
- A remit to address must be provided with the bid submission.

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

- Quality and student acceptability
- Price

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

CONTRACT TERMINATION FOR CAUSE

In the event the contract is terminated for due cause by the district(s) Group, the Group shall have the option of awarding the contract to the next lowest bidder or bidding again.

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

CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School System(s) must give notice of termination to the Vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. If a school district withdraws from the Group, said district cannot then award to a bidder using the original bid. That district will have to begin their procurement process over from the beginning.

INVOICES AND STATEMENTS

All statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH. Three (3) invoices must be furnished at the time of delivery. 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 addresses:

See Attached list of School Districts

All schools serviced under this contract are tax exempt, but must independently provide successful vendor their EIN numbered certificate.

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.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14. See Section 1.23 of General Terms and Conditions for the Buy American requirement.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
- Food must not contain any trans fat other than naturally occurring. No Isolate soy protein or textured vegetable protein can be added as a substitute for animal protein unless specifically stated in the line items.

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. Upon request, or periodically throughout the current year, the successful bidder must provide a record of the balance of pounds left to process (drawdown net) and any carryover pounds for the next school year.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
- b. Any member of the immediate family
- c. His or her partner
- d. An organization which employs or is about to employ one of the above.

2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

3) Penalties for violation of the code of conduct of named School Nutrition Program should be:

- a. Reprimand by Board of Education
- b. Any legal action necessary.

Pricing and Escalation or Market Price Information about Specific Bids

Once the yearly value of the diverted item is established by the USDA, the fee for service can be adjusted once per year using the following resource:

<http://www.bls.gov/cpi/> All Urban, Southern, Class D tables for seasonal adjustments made to begin each new school year in July (no escalation first year).

SANITATION

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

USDA Nondiscrimination 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, religious creed, disability, age, political beliefs, 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, audiotape, 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: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

District and Contact	Office Address	Accounting Address	Pounds Diverted 2019/2020
Anderson County Margaret Burrell School Nutrition Director mburrell@acs.ac	101 S. Main Street, STE 470 Clinton, TN 37716 865.457.7560 Fax 865.457.2290	same	36,500
Campbell County Vicki Woodard vicki.woodard@ccpstn.net	172 Valley St Jacksboro, TN 37757 423.201.4381 (cell) 865.776.9939	same	34,000
Maryville City Tammy Hooper tammy.hooper@maryville-schools.org	Maryville City Schools 833 Lawrence Av Maryville, TN 37803 865.982.7121		15,266
Morgan County Peggy Hamby, Food & Nutrition Director hambyp@mcsd.net	Morgan County Schools 136 Flat Fork Rd Wartburg, TN 37887 Work:423-346-6214 Ext 229 Cell: 423-215-4525 Fax: 423-346-6043		31,000
Oneida Special School District Cathy Buttram, Director of School Nutrition cbuttram@oneidaschools.onmicrosoft.com	Oneida Special School District 195 N. Bank Street Oneida TN 37841 423-569-8912 Ext. 112		None

<p>Roane County</p> <p>Megan Adams MS, RDN, LDN School Nutrition Coordinator madams@roaneschools.com</p>	<p>105 Bluff Rd Kingston, TN 37763 865.376.8500 ext 1125</p>	<p>same</p>	<p>30,000</p>
<p>Scott County</p> <p>Paulette King School Nutrition Director paulette.king@scottcounty.net</p>	<p>Paulette King School Nutrition Director Scott County Schools P.O.Box 37, 208 Court St Huntsville, TN 37756 Office: 423-663-2159 ext: 8037 Fax: 423-663-8861</p>	<p>Scott County Finance Department 210 Court Street P.O. Box 180 Huntsville, TN 37756 Ginger Reynolds Ginger.reynolds@scottcounty.com 423.663.3460</p>	<p>26,000</p>
<p>Union County</p> <p>Mary Effler efflerm@ucps.org</p>	<p>3006 Maynardville Hwy P.O.Box 10 Maynardville, TN 37807 865.992.5466 x 2001</p>	<p>Union County Finance 300 Main St Maynardville, TN 37807 Carrie Cook- Bidding Specialist ccook@unioncountyttn.org 865-686-5040 Ann Dyer- Director of Finance anndyer@unioncountyttn.org 865-658-3400</p>	<p>33,000</p>
<p>Not sure at time of solicitation</p> <p>Claiborne County Schools Melany Bunch melany.bunch@claibornecsd.org</p>	<p>Claiborne County Schools 1403 Old Tazewell Rd Tazewell, Tn 37879 423-626-3543</p>		<p>Did not process</p>

Attachment 1
BID NUMBER: 2117 – Chicken Commodity Processing

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 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.

This is not a comprehensive list. Additional requirements may be listed in the bid document.

- | | | |
|----|--|---|
| 1. | <input checked="" type="checkbox"/> Workers Compensation
Employers Liability | Statutory limits
100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> Commercial General Liability | \$500,000 per occurrence
\$1,000,000 aggregate |
| | <input checked="" type="checkbox"/> Occurrence Form Only | |
| | <input checked="" type="checkbox"/> Include Premises Liability | |
| | <input checked="" type="checkbox"/> Include Contractual | |
| | <input checked="" type="checkbox"/> Include XCU | |
| | <input checked="" type="checkbox"/> Include Products and Completed Operations | |
| | <input checked="" type="checkbox"/> Include Personal Injury | |
| | <input checked="" type="checkbox"/> Include Independent Contractors | |
| | <input checked="" type="checkbox"/> Include Vendors Liability | |
| | <input checked="" type="checkbox"/> Include Professional or E&O Liability | |
| 3. | <input type="checkbox"/> Business Auto | |
| | <input type="checkbox"/> Include Garage Liability | |
| | <input type="checkbox"/> Include Garage Keepers Liability | |
| | <input type="checkbox"/> Copy of Valid Driver's License | |
| | <input type="checkbox"/> Copy of Current Motor Vehicle Record | |
| | <input type="checkbox"/> Copy of Current Auto Liability Declarations Page | |
| 4. | <input type="checkbox"/> Crime Coverages | |
| | <input type="checkbox"/> Employee Dishonesty | |
| | <input type="checkbox"/> Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> Property Coverages | |
| | <input type="checkbox"/> Builders Risk | |
| | <input type="checkbox"/> Inland Marine | |
| | <input type="checkbox"/> Transportation | |
| 6. | <input 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 <u>MUST</u> 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 **CERTIFICATION REGARDING LOBBYING**

<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.</p>
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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

Date

ATTACHMENT 7

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

- (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.**

Organization Name

Bid Number

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

Signature(s)

Date

ATTACHMENT 8

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least () days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

I/We, _____, certify that all food items on this bid have at least _____ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

Date

Anderson County General Bid 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
Website: <http://andersontn.org/purchasing>

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

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

SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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