

Anderson County Government

Request for Bids

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

purchasing@andersoncountyttn.gov

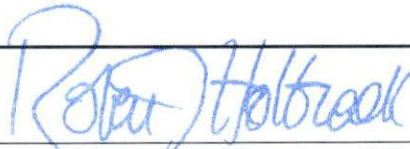
Bid No.: 2220

Date Issued: January 27, 2022

**Bids will be received until
2:30 p.m. Eastern Time on February 22, 2022**

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

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



Robert J. Holbrook, Director of Finance

BID DESCRIPTION

<p>Bid for the Anderson County School System is issuing this request for technology components, supplies services, insurance, hardware and software. RFP Envelope cover must list the RFP Title and RFP Number.</p>

The specification book for this project will be posted on vendor registry once it is finalized.

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.

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

Anderson County Schools
District Chromebook and Associated Software Tech Request for Proposals, 2022,
Wade Haney, Director of Technology

Anderson County Schools
Office of Technology
141 East Broad Street
Clinton, TN 37716
Phone:(865) 463-7435
Fax: (865) 463-7213
support@acs.ac

I Procedures

Bid Contact: Lydia Beckwith
100 North Main Street
Suite 214
Clinton, Tennessee 37716
(865) 457-6218

All bids must be returned to Lydia Beckwith on or by
_____ at _____.

Technology Contact: Wade Haney, Director of Technology

A) Purpose/Objective

The Anderson County School System is issuing this request for technology components, supplies, services, insurance, hardware, and software.

The County anticipates issuing a 6-month contract beginning March 1, 2022. The winning bidder(s) must agree that their prices will remain as quoted (or less) for 6 months.

B) Inquiries

Direct all questions related to this Request for Proposal (RFP) to Lydia Beckwith. Such questions must be submitted in writing and not later than 7 days prior to the bid closing. Include the Bid # and your vendor name for each question. Vendors must clearly understand that the answers to their questions will be provided only when they are submitted in writing to Lydia Beckwith. Answers to all submitted questions will be posted on Vendor Registry.

C) Method of Source

Awards, if made, will be made to the responsible vendor whose proposal is most advantageous to Anderson County, taking into consideration price and the other factors set forth in this Request for Proposals. Anderson County reserves the right to award bid items to different vendors and each section of the RFP will be judged independently.

D) Minimum (General) Criteria

"Responsibility" of each vendor

It is the vendor's responsibility to supply the following information in their submitted proposal.

- 1) Does the vendor possess the financial resources to provide the service?
- 2) Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- 3) Does the vendor have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- 4) Has the Vendor performed satisfactorily in previous contracts of similar size and scope?

II. Instructions for Proposal

A) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP will result in disqualification.

B) Proposal Submission

Vendors must submit two (2) hard copies of their proposal... and the vendor must use the form provided by Lydia Beckwith 's office. Vendors not using the form provided will not be accepted or evaluated.

C) Evaluation of Proposals (Procedure)

Anderson County will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. Therefore, vendors should exercise particular care in reviewing the Proposal format required for this RFP.

Anderson County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by Anderson County or a submission of a County bestows no rights upon the Vendor nor obligates Anderson County in any manner.

Anderson County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Anderson County. Any such waiver shall neither modify any remaining RFP requirements nor excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the Contract.

D) Rejection of Proposals

Anderson County reserves the right to accept or reject in whole or in part any or all proposals submitted. Anderson County shall reject the proposal of any Vendor that is determined to be non-responsive. The unreasonable failure of a Vendor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility. Anderson County reserves the right to reject all proposals.

Failure to abide by the conditions outlined in this RFP will result in termination of business with winning vendor.

E) Acceptance of Proposals

Anderson County shall accept all proposals that are submitted properly. However, Anderson County reserves the right to request clarifications or corrections to proposals.

III. Proposal Evaluation and Points

Proposals will be evaluated by the Anderson County Schools Office of Technology.

Documents may be examined by other agencies and consultants of the Government.

All acceptable proposals will be evaluated and ranked (from highest score to lowest score). The top ranked vendor from each RFP section will be eligible to enter into a contract with Anderson County. The factors to be considered:

1. **Itemized product Pricing, 40 Points**
2. **Vendor Experience (3 letters from an education environment is required) 20 Points**
3. **Vendor Equipment Solution, 30 Points**
4. **Vendor Qualifications and Working History, 10 Points**

IV. Vendor Requirements:

1. ACS expects the winning vendor to supply a lead vendor contact.
2. Anderson County assumes no responsibility for proposal preparation cost.
3. Contractor shall acknowledge that it and its employees serve as independent contractors and that Anderson County shall not be responsible for any payment, insurance or incurred liability.
4. All proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.
5. Contractor warrants to Anderson County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects.

V. Services Requested and Expectations

1. Each vendor is required to supply pricing for each line item submitted for each section in which they respond. Vendors are not required to submit a proposal for all sections. Each section will be scored and awarded independently.
2. ACS does not accept used parts or materials. ACS expects all parts and materials to be new and have been never used or installed. Unless specified otherwise in the proposal package, the vendor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of their proposal.
3. Vendors must provide the make, model, and other information pertinent to comparing proposals for equivalency.
4. Bid proposals will be accepted for Education/Business Class devices.
5. Chromebook warranty shall be for a minimum of 3 years. Warranty shall include the Chromebook battery.

6. Vendor must receive RMA/Warranty returns within (5) business days by on site pickup.
7. Chromebook insurance policy claims will include on site pickup and delivery within 5 business days.
8. Price lists or price schedules for the awarded published items and devices shall remain firm for 6 months following the date of award. In the event of a price decrease, the vendor must provide written price reduction information within ten (10) business days of its effective date. The county shall be advised of, and receive automatic benefit of, any price decrease.
9. Pricing in this bid shall include any and all discounts provided to Prek-12 educational institutions by all major technology manufacturers.
10. "Like Kind" , "Same or equivalent to" and "Such As": Identified or referenced manufacturer brands, makes or models as informational only shall be carried forward on any subsequent contract and shall not bind the County to purchase only the brands, makes and models referenced herein if product functionality does not change.

Section #1 Chromebook Devices

1. Minimum Specifications.

Dell 3100 2-in-1 Chromebook or "Equivalent"

Intel Celeron N4020

4 GB Memory

Price Quantity 1-499 _____

32 GB SSD Storage

Price: Quantity: 500-1,999 _____

3 Yr. Warranty including battery

Price: Quantity: 2,000+ _____

2. Minimum Specifications.

Dell 3110 2-in-1 Chromebook or "Equivalent"

Intel Celeron N4500

4 GB Memory

Price Quantity 1-499 _____

32 GB SSD Storage

Price: Quantity: 500-1,999 _____

3 Yr. Warranty including battery

Price: Quantity: 2,000+ _____

3. Minimum Specifications.

Asus Flip C214 or "Equivalent"

Intel Celeron N4020

4 GB Memory

Price Quantity 1-499 _____

32 GB SSD Storage

Price: Quantity: 500-1,999 _____

3 Yr. Warranty including battery

Price: Quantity: 2,000+ _____

4. Minimum Specifications.

Asus Flip CR1 or "Equivalent"

Intel Celeron N4500

4 GB Memory

Price Quantity 1-499 _____

32 GB SSD Storage

Price: Quantity: 500-1,999 _____

3 Yr. Warranty including battery

Price: Quantity: 2,000+ _____

Section #2 Google Chromebook Management Software

Google Management Software license per device:

Price Quantity 1-499 _____

Price Quantity 500+ _____

Section #3 GoGuardian Software

GoGuardian Admin, Student and Teacher software suite. Pricing for this suite shall be for the functional lifetime of the device which is 4 years.

Price Quantity 1-499 _____

Price Quantity 500+ _____

Section #4 Chromebook Insurance

Chromebook insurance will cover the repair or replacement of devices that are accidentally damaged, stolen, or destroyed. Insurance is not expected to cover lost or vandalized devices. Insurance will be a \$0 deductible policy.

1. ACS currently has Dell 3100 Chromebooks.
Price per device Quantity 1000+ devices _____

2. Insurance for new Chromebooks purchased from Section #1 of this RFP.

Chromebook #1.
Price per device Quantity 1000+ devices _____

Chromebook #2.
Price per device Quantity 1000+ devices _____

Chromebook #3.
Price per device Quantity 1000+ devices _____

Chromebook #4.
Price per device Quantity 1000+ devices _____

Attachment I
**BID NUMBER: 2220 – District Chromebook & Associated Software Tech Request
for Proposals**

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)

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 of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ 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.

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

1. **Workers Compensation
Employers Liability** Statutory limits
100,000/100,000/500,000

2. **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability

3. **Business Auto**
 - Include Garage Liability
 - Include Garage Keepers Liability
 - Copy of Valid Driver's License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This MUST 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 7

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is compliance with T.C.A. 50-9-113

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purpose therein contained.

Witness my hand and seal office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____, 20_____.

Attachment 7
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

Attachment 7
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

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

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

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

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

Contractor or Company Owner (signature)

Date

Contractor or Company Name (print)

Attachment 7
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT