

# Anderson County Government

## Request for Bids

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

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

**Bid No.: 2324**

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**Date Issued: December 12, 2022**

**Bids will be received until  
12:30 p.m. Eastern Time on December 28, 2022**

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

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

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Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Bid for F-450 Chassis.
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**Vendors are to submit one original and one copy.**

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

**Bid #2324**

The Anderson County Highway Department is seeking bids for a truck that meets or is equal to the specifications herein listed for a 2023 or 2024 F-450 Chassis 4x4 SD Super Cab, 192" WB DRW XL (X4H). Additional specifications are listed on the following pages. Vendors submitting bids for a different make and model must include product information.

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

Truck Year, make & model: \_\_\_\_\_

Vehicle Cost: \_\_\_\_\_

Delivery lead time: \_\_\_\_\_

2023 (OR) 2024

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F-450 Chassis 4x4 SD Super Cab 192" WB DRW XL (X4H)

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Chassis and Utility Body requested  
Race Red. Other color may be  
considered.

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F-450 Chassis 4x4 SD Super Cab 192" WB DRW XL (X4H)

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## Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty

36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty

60 months/60,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty

60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty

60 months/60,000 miles

### Additional Warranty

#### *Diesel Engine Warranty*

Diesel engine warranty

60 months/100,000 miles

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F-450 Chassis 4x4 SD Super Cab 192" WB DRW XL (X4H)

As Configured Vehicle

Code	Description	MSRP
X4H	Base Vehicle Price (X4H)	
650A	Order Code 650A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - GVWR: 16,500 lb Payload Package - Tires: 225/70R19 5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i>  <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - Transmission Power Take-Off Provision Includes mobile and stationary PTO modes.	
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery</i>	Included
X4N	Limited Slip w/4.10 Axle Ratio	
STDGV	GVWR: 16,500 lb Payload Package	Included
TGJ	Tires: 225/70R19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included</i>	Included
51Z	Spare Tire, Wheel & Jack Required in Rhode Island <i>Excludes carrier</i>  <i>Includes:</i> - 6-Ton Hydraulic Jack	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar</i>	Included

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## F-450 Chassis 4x4 SD Super Cab 192" WB DRW XL (X4H)

### As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
192WB	192" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i>	Included
	<i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4 2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>	
96V	XL Value Package <i>Includes:</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Folding Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping heated convex spotter mirror and integrated clearance lamps/turn signals</i> - MyKey <i>Includes owner controls feature</i> - Power Front & Rear Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	
86S	Low Deflection Package <i>Includes 2-inch spacer blocks. Recommended for rear-biased loading, such as wrecker/retriever applications.</i>	
41H	Engine Block Heater	
41P	Transfer Case Skid Plates	
61J	6-1 on Hydraulic Jack	Included
62R	Transmission Power Take-Off Provision <i>Includes mobile and stationary PTC modes.</i>	Included
98R	Operator Commanded Regeneration	
67B	397 Amp Alternators	

447



F-450 Chassis 4x4 SD Super Cab 192" WB DRW XL (X4H)

As Configured Vehicle (cont'd)

Code	Description	MSRP
63A	Utility Lighting System <i>Includes LED side-mirror spotlights</i>	
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions</i>	
43C	110V/400W Outlet <i>includes 1 in-dash mounted outlet</i>	
525_	Steering Wheel-Mounted Cruise Control	Included
WARANT	Fleet Customer Powertrain Limited Warranty  Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
PQ_01	Race Red	N/C
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	N/C
crane body	crane body with welder and compressor, generator	

SUBTOTAL

Destination Charge

TOTAL

547



F-450 Chassis 4x4 SD Super Cab 192" WB DRW XL (X4H)

## Pricing Summary - Single Vehicle

MSRP

### Vehicle Pricing

Base Vehicle Price

Options

Colors

Upfitting

Fleet Discount

Fuel Charge

Destination Charge

**Subtotal**

### Pre-Tax Adjustments

MSRP

**Code**

**Description**

fleet discount

fleet discount

**Total**

6-7



Eval or Better

MUST FIT Bid Truck !

Knapheide KMS16-11R-F: 11 ft utility body with torsion box understructure. The body shell is constructed of 14 gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. 12 gauge treadplate floor, cargo walls, and compartment tops with return flange on each side and 14 gauge two sided bolt-on slammable tailgate: 12" high. The doors are constructed of 20 gauge two-sided A40 Galvanneal steel; double paneled. Door latches are automotive quality 3-pt T-handles. The body is completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is oven cured to provide a hard durable finish. The body is completely undercoated using a water base acrylic. Cargo Tie Downs: 6 recessed cargo tie-downs installed in cargo floor Grab Handles: Installed at rear each side Bumper: Heavy duty work surface crane bumper with integral outrigger tube, thru compartment, and vise plate. Includes a receiver tube rated for 18,000# trailer weight LED Light Kit: LED stop/tail/turn/backup lights with integrated strobes & built-in reflectivity KnapLiner: Commercial grade spray-on bed liner applied to cargo floor, sides, compartment tops, bulkhead, tailgate, rear bumper, & entire front of body Liftmoore 3612REE Crane: 3,600lbs lift capacity (12,000ft-lbs), 15' electric/hydraulic reach, 12V electric planetary winch 13'/min speed single line speed, double boom design, and double-acting cylinders w/integral counterbalance valves and filters. Crane hook, snatch block, anti-two block device & hydraulic shutdown, 1/4" cable, boom support, 18' remote control (RF) with back up pendant control, and master cutoff switch in crane compartment. Auxiliary battery, stability testing, and chassis spring work included with crane installation - Painted Red Miller Enpak: Miller A30 EnPak Gas powered unit with 19HP Kubota equipped with 30 CFM rotary screw compressor, and 6,500 watt generator. Enpak installed on mounting bracket street side compartment top. Reelcraft 50' x 1/2" hose reel and roller fairlead through the left rear compartment. Underbody air tank and FLR system included. Enpak A30 120/240 outlet installed. (2) 50' welding leads and jumper cables included Side Compartments: 44" high with 60" high right front vertical compartment 1st Vertical Side Compartment: 7 drawer unit with 5-3" high drawers, 1-5" and 1-7" high drawers / Gas bottle retainer (2 bottles), vented top & bottom; Full height vertical partition with 3 adjustable divider shelves (curbside) 2nd Vertical Side Compartment: 2 adjustable divider shelf with 4 dividers (street & curbside) 1st Horizontal Side Compartment: Bolt bin storage unit (street side) / 1 adjustable shelf (curbside) 3rd Vertical Side Compartment: 2 adjustable divider shelf with 4 dividers (street side) / Fixed Shelf (curbside) Master Locking System: Secures one entire side of compartments with a padlock in one easy motion and acts as a visual theft deterrent Cab Guard: with punched window Work Lights: (4) LED work lights wired to up-fitter switch in cab installed (1) left front, (1) right front, & (1) each side facing rear Compartment Lights: Installed in each compartment wired to up-fitter switch in the cab

Light Bar: 15" mini LED amber strobe light bar installed on cab guard Strobe Lights: (2) amber LED strobe lights installed in front grill wired to rear amber LED strobe lights in rear taillight assembly Outrigger: Manual out / manual down outriggers Backup Alarm: 97 db audible alarm Trailer Plug: 7-way flat trailer plug installed Backup Camera: Install OEM backup camera Body Paint Upgrade: Body painted base coat / clear coat Red

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**Attachment 1**  
**BID NUMBER: 2324 – F-450**

**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 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

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### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- "MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black (a person having origins in any of the black racial groups of Africa);
  - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
  - o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

Attachment 3

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

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

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 – DIVERSITY INFORMATION**

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

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

( ) Corporation ( ) Partnership ( ) Limited Liability ( ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No\_\_\_

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_\_%
- African American \_\_\_\_%
- Hispanic \_\_\_\_%
- Asian/Pacific Islander \_\_\_\_%
- Other \_\_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

**I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

**Signature:** \_\_\_\_\_ **OFFICER OF THE COMPANY**

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

**NOTARY ACKNOWLEDGEMENT:**

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

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

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

PERSONALLY APPEARED \_\_\_\_\_, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

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

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

**Attachment 4  
Insurance Requirement Acknowledgment**

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

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

- |    |                                     |  |   |
|----|-------------------------------------|--|---|
| 1. | <input checked="" type="checkbox"/> | <b>Workers Compensation<br/>Employers Liability</b>  | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> | <b>Commercial General Liability</b>  | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> | Occurrence Form Only   |   |
|    | <input checked="" type="checkbox"/> | Include Premises Liability   |   |
|    | <input checked="" type="checkbox"/> | Include Contractual  |   |
|    | <input checked="" type="checkbox"/> | Include XCU  |   |
|    | <input checked="" type="checkbox"/> | Include Products and Completed Operations  |   |
|    | <input checked="" type="checkbox"/> | Include Personal Injury  |   |
|    | <input checked="" type="checkbox"/> | Include Independent Contractors  |   |
|    | <input checked="" type="checkbox"/> | Include Vendors Liability  |   |
|    | <input checked="" type="checkbox"/> | Include Professional or E&O Liability  |   |
| 3. | <input type="checkbox"/>            | <b>Business Auto</b>   |   |
|    | <input type="checkbox"/>            | Include Garage Liability   |   |
|    | <input type="checkbox"/>            | Include Garage Keepers Liability   |   |
|    | <input type="checkbox"/>            | Copy of Valid Driver's License   |   |
|    | <input type="checkbox"/>            | Copy of Current Motor Vehicle Record   |   |
|    | <input type="checkbox"/>            | Copy of Current Auto Liability Declarations Page   |   |
| 4. | <input type="checkbox"/>            | <b>Crime Coverages</b>   |   |
|    | <input type="checkbox"/>            | Employee Dishonesty  |   |
|    | <input type="checkbox"/>            | Employee Dishonesty Bond   |   |
| 5. | <input type="checkbox"/>            | <b>Property Coverages</b>  |   |
|    | <input type="checkbox"/>            | Builders Risk  |   |
|    | <input type="checkbox"/>            | Inland Marine  |   |
|    | <input type="checkbox"/>            | Transportation   |   |
| 6. | <input type="checkbox"/>            | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <b><u>MUST</u></b> be submitted before purchase order issued. |   |

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

**Bidders Statement and Certification**

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

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

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

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

\_\_\_\_\_  
Date

**Attachment 5**  
**ANDERSON COUNTY GOVERNMENT**  
**PURCHASING DEPARTMENT**

**CONFLICT OF INTEREST AFFIDAVIT/STATEMENT**

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

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

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

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

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

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

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

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

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

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

**Attachment 5**  
**ANDERSON COUNTY GOVERNMENT**  
**PURCHASING DEPARTMENT**

**CONFLICT OF INTEREST AFFIDAVIT/STATEMENT**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor or Company Owner (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor or Company Name (print)



## General Terms and Conditions

### BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

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

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

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

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

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

### SECTION 1 - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.42 ANTI-BOYCOTT OF ISRAEL:** By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.