

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 #2514

Date Issued: October 11, 2024

**Bids will be received until
2:30 p.m. Eastern Time on November 8, 2024**

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

Bid for Ambulance Re-Mounts (2)

Bidders are to provide one original and two copies.

Bids must be in sealed envelopes with the Bid number clearly listed on the envelope.

Performance bonds are required for bids over \$100,000.

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

Anderson County EMS

Clinton, TN

Bid #2514

REMOUNT AMBULANCE SPECIFICATION

**EMERGENCY MEDICAL VEHICLE
TYPE III CLASS 2 (4X2) DRW**

TYPE III REMOUNT

**DESIGNED TO MEET OR EXCEED
FEDERAL SPECIFICATION KKK-A-1822-F,
AMD Standards 001 - 015**

Anderson County, Tennessee: Bid Specifications For the purchase of two (2) Remounts

Purchaser reserves the right to reject any and all bids and may award based upon most compliant bidder to this specification. Not subjected to lowest cost bidder. Great time and effort by this department has been invested to develop the specification that best meets the needs of this department. Bidder may not take exception out of convenience.

The following questions shall be completed by the bidder with the understanding that false or misleading information will be grounds for rejection of your bid.

Project completion date shall be _____ working days from clean order.

Has the bidder taken any exceptions to the specifications? YES ____ NO ____

Are all deviations from specifications explained as required? YES ____ NO ____

Selling Company Name: _____

Manufacturer: _____

Address: _____

City, State, Zip Code: _____

Signature Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____ Telephone Number: _____

It is the intent of these specifications, and all requirements listed herein, to obtain bids on vehicles to meet the local needs of this agency, and to obtain bids that may be easily, and completely evaluated on an equal and competitive basis.

Because of the wide variances in types, configurations, options and models available in the industry, the purpose of these specifications is to set a standard by which all proposals received may be evaluated, studied and compared equitably. Vendors are required to return one (2) copies of these specifications, correctly and completely furnishing all information requested and answering all questions attached. Any requested data

literature, drawings, etc. and detailed written lists of exceptions taken must also be enclosed.

Since bids from a number of suppliers are anticipated, and this agency cannot be expected to be familiar with all various technical details of all vendor's products, the only adequate method of evaluation will be to compare in this format. Vendors are cautioned that failure to submit proposals in format specified herein, will be grounds to reject vendors proposal and remove bid from consideration.

Any questions for clarifications, etc. should be directed in writing to this agency, and responses will be furnished in writing to all prospective vendors.

Considerable time and effort have been invested to design these specifications to the specific needs of this agency. Therefore, alternate bids will not be considered. No Exceptions to this will be allowed.

It is further understood that the vehicle described is for use in the provision of emergency services.

REMOUNT SPECIFICATIONS EMERGENCY MEDICAL CARE VEHICLE

1.0 GENERAL

1.1 Scope: This specification covers the remounting and refurbishment of a commercially produced, surface medical care vehicle, hereinafter referred to as ambulance or vehicle. A vehicle in compliance with this specification shall be defined as a standard ambulance. This vehicle shall be in accordance with the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation, Washington D.C. This bid specification is based on the Federal Ambulance Specification KKK-A-1822F.

1.2 Purpose: The purpose of this document is to provide minimum specifications and test parameters for the remounting and refurbishment of an emergency medical care vehicle that meets the needs and desires of this agency. It establishes essential criteria for the design, performance, equipment and appearance of the vehicle. The object is to provide a vehicle that is in accordance with nationally recognized guidelines. It is the intent to return the unit to a new or like new condition per the specification.

1.3 Classifications: This specification calls for the following type of vehicle. It is in accordance with KKK-A-1822-F.

Type III – Cutaway Van Chassis with integral modular ambulance body.
Class 2 - Two rear wheel driven (4x2)

Photographs of the ambulances to be remounted are included as attachments "Medic 2" and "Medic 4".

1.4 General: This is an engineer, design, construct and deliver type specification and it is not the intention of this agency to write out vendors of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of this agency. With the intent to standardize certain components, therefore, in numerous places we have named specific brands of components. This has been done to establish a certain standard of quality. Other brands will only be

accepted providing the vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

1.5 Materials: The emergency medical care vehicle, chassis, ambulance body, equipment, devices, medical accessories and electronic equipment to be delivered under this contract shall be standard commercial products, which meet or exceed the requirements of this specification. The ambulance shall comply with all Federal Motor Vehicle Safety Standards (FMVSS), the Federal regulations applicable or specified for the year of manufacture. The chassis, components and optional items shall be as represented in the manufacturer's current technical data. Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for service intended.

1.6 Manufacturing Ability: It is the intent of these specifications that the Vendor of these vehicles has the ability to remount and refurbish a complete ambulance within their plant facility, except for the chassis. The Ambulance Vendor must have significant experience in the remounting and refurbishment of modular ambulance bodies and performed a minimum of 50 remounts in the last five years. In addition, the Bidder/ manufacturer must include with this bid, proof of \$3,000,000.00 product liability coverage. NO EXCEPTIONS.

1.7 Exceptions to Specifications: Any exceptions to these specifications indicated must be clearly pointed out. Otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a vehicle meeting these specifications. Any exceptions must reference by Paragraph Number and Line and be explained in detail on a separate sheet marked "Exceptions".

Should a vendor offer a quotation in response to this proposal and not take explicit exceptions and attempt to offer a unit not in compliance with the exact specifications, penalties may be assessed by The County. The County reserves the right to collect payment from the vendor to pay the difference in price as offered in their proposal and what The County must eventually pay (from another compliant vendor) for vehicle(s) meeting these specifications (if a performance bond is not otherwise provided).

1.8 Prices and Payments: All bid prices shall be complete and include warranty and delivery of the completed vehicle to this agency.

Payment shall be made in accordance with these specifications and the Bid Proposal submitted by the Bidder. Payment will be made upon acceptance of the vehicle(s) and equipment specified under these specifications.

All bid prices and conditions must be specified in the Bid Proposal. Bid prices shall be valid for at least 60 days from the date of the Bid Opening, or as otherwise specified on the Bid Proposal form.

Full payment will be made as the unit is received, inspected and found to comply with procurement specifications, free of damage and properly invoiced.

Successful vendor shall, at delivery, supply this agency with MSO's.

Does your bid comply with the specification as written?

Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

1.9 Warranty: The successful bidder shall provide Vendor's warranty coverage for the ambulance conversion, which coverage shall, at a minimum include:

(A) A Limited Warranty shall be provided on the ambulance remount conversion. The Vendor shall warrant to the original retail purchaser that, for a period of thirty six (36) months or thirty-six thousand (36,000) miles from the point of delivery, whichever first occurs, the ambulance remount shall be free of substantial defects in remount materials and remount workmanship, which are attributable to Warrantor remount work and which arise during the course of normal use and service. There shall be a copy of the Warranty statement included with the bid documents. NO EXCEPTIONS.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

(B) There shall be a three-(3) year/36,000 mile warranty on the Ambulance Remount electrical wiring system effective starting the date this agency accepts delivery of the completed vehicle. It is the intent of this requirement that items not manufactured or installed by the ambulance remount Vendor be excluded. There shall be a copy of the Warranty statement included as part of the bid documents. NO EXCEPTIONS.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

(C) There shall be a three-(3) year/36,000 mile paint warranty covering the ambulance conversion and any painting done to the chassis. There shall be a copy of the Warranty statement included with the bid. NO EXCEPTIONS.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

(D) Warranty on the chassis portion of the completed ambulance shall be the responsibility of the OEM chassis manufacturer. The terms of such warranty are set forth in the chassis warranty literature included in the owner's manual. The successful manufacturer's sole responsibility with regard to the chassis shall be to provide reasonable assistance to the purchaser in obtaining warranty from the chassis manufacturer or its authorized service center. Bidders failing to meet these requirements shall be considered non-responsive.

1.10 Anti-Collusion Statement: By executing and submitting this bid, the Bidder certifies that their Bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person in reference to such bidding.

1.11 Ambulance Bids and Alternate Bids: Considerable time and effort has been invested to design these specifications to the specific needs of this agency. Therefore, alternate bids not exactly to spec will not be considered.

1.12 Delivery: Since delivery proposals by the bidder will weigh heavily in the determination of the bid award, the delivery schedules that are submitted by the bidders shall automatically become binding upon the successful bidder. Delivery delays due to component supply problems or chassis delivery problems to the manufacturer shall not penalize either the dealer or the manufacturer. Delivery times must be specified on the bid form sheet, and are to be no greater than 180 days from receipt of chassis.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

1.13 Anti-Collusion Statement: By signing this bid, the bidder agrees that their bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud.

COMPANY NAME: _____

BIDDER SIGNATURE: _____

DATE: _____

1.15 Service and Warranty Repair: Successful vendor must have a comprehensive ambulance service and repair facility to perform repairs as needed. Vendor must have authorized factory trained service specialists and carry necessary inventory levels to affect prompt repair. Vendor shall have the right to contract with a local agency, properly equipped and trained to handle warranty and repair issues. NO EXCEPTIONS.

Bidders must list below their service facility and parts department profile to the purchaser.

FACILITY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT NAME: _____

APPROX. MILES FROM PURCHASER: _____

YRS OF EXPERIENCE IN AMBULANCE REPAIR BUSINESS: _____

SQUARE FT. OF FACILITY: _____

NO. OF SERVICE BAYS: _____

NO. OF EMPLOYEES: _____

NO. OF FULL TIME AMBULANCE TECHNICIANS: _____

ARE TECHNICIANS FACTORY TRAINED? _____

TOTAL YEARS SHOP REPAIR EXPERIENCE: _____

VALUE OF SERVICE AND PARTS INVENTORY: _____

24-HR TURN AROUND TIME ON WARRANTY AND SERVICE? _____

NUMBER OF LIFT AREAS FOR SERVICE: _____

CAN SERVICE FACILITY PERFORM REMOUNTS? _____

CAN SERVICE FACILITY PERFORM ALUMINUM MODULE REPAIR? _____

IS FACILITY AND AUTHORIZED PPG COMMERCIAL FLEET PAINT CENTER AND REPAIR FACILITY? _____

CAN SERVICE FACILITY DO SCOTCHLITE & LETTERING? _____

1.16 Documentation of Remount Facilities: This agency is very concerned with making bid award to the most qualified Vendor. In order to aid our decision, each bidder shall submit with their bid the following documentation:

1. Photographs of physical plant including:
 - a. All bays & interior of remount facilities
 - b. Paint shop (if applicable)
 - c. Paint booth, spray facilities, and mixing room (if applicable)
 - d. Lifts and lift area
 - e. Stocks of remount inventory and remount chassis
2. Documentation of adequate Workman's Compensation insurance, Product Liability Insurance, and Garage Keepers Liability Insurance.
3. A current copy of their state issued Motor Vehicle Dealers License.

There are no exceptions allowed to this requirement. If requested documentation cannot be submitted with the bid, please do not continue. You will not qualify to bid.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

1.17 This agency requires that the ambulance remount Vendor provide "in house" repairs for structural repairs from any outside accidents, as well as warranty items that may arise as the result of the remount work. Service facility shall be within 250 miles of this agency's location.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

1.18 References:

This agency wishes to do business with an experienced, reliable and honest ambulance remount Vendor. Vendor must show proof of being in business for ten (10) consecutive years as said business. As further evidence of bidder's ability to perform, the contractor shall submit a list of the five (5) most recent customers with similar type ambulance remounts delivered. The references shall also include name of service, address, contact and phone number. Further, the reference listing shall include the names and contact numbers of all new ambulance remount sales delivered by the bidding party for the last six (6) months. These customers shall be easily identified in the references listing as recent new ambulance deliveries. This agency will sample said references, along with any additional references from various sources, and compile results. The successful vendor will have a minimum 95% approval rating.

Does your bid comply with the specification as written? Y ___ N ___

Does your proposal include an exception to this requirement? Y ___ N ___

BID AWARD:

BID AWARD CRITERIA: The agency is soliciting quality, and reliable emergency medical vehicles. Acquisition price shall not be the only or the prevailing factor in deciding the successful bidder.

WARNING:

This agency will not tolerate Vendors who state compliance to specifications but deliver an incomplete product and/or sub-standard materials and workmanship. Vendors who have made delivery of such an ambulance without making every reasonable effort to remedy the defects found at the time of delivery or within the warranty period will be notified that they are DEBARRED from submitting bids to this agency in the future. This agency will not waste valuable time (more than once) trying to recover legal costs and deal with lost in-service time of new apparatus, working with vendors who are unresponsive to the needs of this agency.

1.19 Exceptions to Specifications: Any exceptions to these specifications indicated must be clearly pointed out. Otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a vehicle meeting these specifications. Any exceptions must reference by Paragraph Number and Line and be explained in detail on a separate sheet marked "Exceptions". Any bidder not complying shall not be considered as responsive.

Any proposal which indicates "No Exception" to any item on our proposal documents, and also includes a letter from the vendor taking major or total exception to our specifications or indicates they are quoting to provide their standard methods of construction without listing any differences in the manner described, will be immediately rejected as non-compliant and removed from further consideration.

Should a vendor offer a quotation in response to this proposal and not take explicit exceptions and attempt to offer a unit not in compliance with the exact specifications, the Purchaser reserves the sole right to issue a Purchase Order with specified penalties and/or invoke a Performance Bond. Penalties for authorized by Purchaser, will be assessed. These will require that the Vendor pay the

difference in price as offered in their proposal and what the Purchaser must eventually pay (from another compliant vendor) for vehicle(s) meeting these specifications (if a performance bond is not otherwise provided).

2.0 TECHNICAL REQUIREMENTS - CHASSIS

Minimum technical specifications for providing all aluminum Type III Ambulance Module and subsequent remount to a 2023 or newer Ford E-450 4X2 DRW Chassis. Vehicle must comply with Federal and State laws and regulations and all safety regulations as applicable on date of delivery concerning automotive equipment and conditions and will be complete with standard equipment and all extra equipment as specified. **Any reference to a particular brand is simply for specification purposes and is not intended to eliminate any brand of comparable quality, features, and design.**

2.1 Manufacturer and Model Year: The chassis requirement for this specification is a 2023 or newer.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.2 Model Type: The model type required is a Ford E-450, WB, dual rear wheel chassis.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.3 Trim Level: Trim level shall be Preferred Equipment Package 782A.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.4 Ambulance Prep Package: The chassis shall be equipped with the modified ambulance package, light and convenience group and handling package.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.6 Axles and Suspension: The chassis provided shall be a 158.0" wheel-base, Heavy-duty front and rear springs with front stabilizer bar. Shock absorbers shall be heavy-duty. Rear wheels to be dual.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.7 Electrical: The vehicle shall be supplied with dual 12-volt batteries. They shall be standard OEM Heavy Duty Batteries with total capacity of 78 Amp-Hr.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.8 Electrical Generating System: The ambulance shall be equipped with an OEM 240 amp alternator with internal voltage regulator and dual batteries.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.9 Engine: Engine size shall be a 7.3 liter V8 premium rated engine with heavy-duty engine oil cooler.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.10 Engine Block Heater: The chassis shall have an OEM engine block heater. This heater shall be wired to the 110V shoreline input on the modular body.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.11 Frame Pucks: The vehicle shall be equipped OEM frame mounting absorber pucks (559).

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.12 Fuel Tank: The vehicle shall be equipped with a 55 gallon aft-axle fuel tank.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.13 Tires and Rims: The vehicle shall be equipped with (7) LT225/75R16E Radial black sidewall tires including a spare tire & wheel. The OEM manufacturer's standard steel vented rims will be provided. The four exposed wheels shall be covered with Phoenix brand stainless steel wheel covers to protect the wheel and provide an easy to clean exterior surface. Spare tire, wheel and tire changing tools will also be provided.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.14 Transmission: The vehicle to be supplied with a 6-speed automatic transmission and heavy-duty transmission oil cooler.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.15 Air Conditioning and Heater: The vehicle shall be equipped with factory air conditioning with heavy-duty cooling package and heavy-duty radiator. The air conditioning and heater system shall have auxiliary connection package.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.16 Glass: The chassis shall be equipped with the chassis manufacturer's standard tinted glass supplied as part of their Air Conditioning Cooling Package. The glass provided shall meet all the requirements of KKK-A-1822F and those of the Federal Motor Vehicle Safety Standards.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.17 Horns: The OEM manufacturer's dual electric horns shall be provided.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.18 Mirrors: The vehicle's exterior mirrors shall be OEM installed power controlled trailer tow mirrors.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.19 Radio: The chassis manufacturer's standard AM/FM Stereo with clock shall be included. (587)

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.20 Seats: The chassis shall be equipped with Ford OEM Dual Cloth Captain's Chairs with lap and shoulder belts for driver and passenger. Interior upgrade package.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.21 Speed Control and Steering Wheel: Cruise speed control and tilt steering to be supplied.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.22 Convenience Package: Chassis shall include 782A, 18A, and 18C convenience packages to include power door locks and power windows, interval select windshield wipers and chrome front bumper.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.23 Running Boards: Install new highly polished aluminum diamond plate running boards to match current ones .

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.24 Wheel liners: Install Phoenix stainless steel wheel covers.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.25 Keyless Entry: Vehicle shall be equipped with two keyless entry/alarm key fob. Emergency unlock button is to be installed on new chassis identical to current chassis.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.26 Suspension: Suspension shall be modified as necessary to insure proper loading height.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.27 Floor Covering: Vehicle to have Ford OEM vinyl floor covering.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

2.28 Mud Flaps: The completed unit is to have custom mud flaps installed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

3.0 REMOVAL AND TRANSFER OF MODULAR AMBULANCE BODY

3.1 Ambulance Module: This agencies existing Demers ambulance module will be utilized. This module is currently mounted on a Ford E-450.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

3.2 Dismount: Disconnect all sub systems between chassis and module. This will include all environmental connections, all electrical connections, and all structural connections. Lift the module to allow full inspection of understructure. This removal will in no way deform, disfigure, or compromise the module.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

3.3 Module Inspection: The module structure is believed to be undamaged. However, all exposed structure and framing shall be inspected for cracks, warpage, excessive wear and corrosion. Any questionable areas shall be treated with dye penetrant material to expose cracks. Professionally repair as needed to be made like new.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

3.4 Type Changeover: Transfer Module from Type III to another Type III. Modify suspension and bottom of module as necessary.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

3.5 Module Remount: Mount down module squarely on chassis. Vendor to use Ford OEM rubber isolators, mounting bolts and transfer body per OEM chassis body builder guidelines. The use of aftermarket or substandard components is strictly prohibited.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

3.6 Cab Seal: Install a non-electrolytic rubber gasket between the module and chassis cab back. This rubber seal will be glued in place. This seal interface will eliminate air and water leaks. New stainless steel bolts placed approximately 5" apart will be installed around the entire cab back perimeter properly attaching the cab to the module body.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

4.0 NEW CHASSIS PREPARATION

4.1 Springs: As necessary, level each side of modular body to insure proper handling and performance.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

4.2 Exhaust Modification: Extend tailpipe to match module width per existing layout.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

4.3 Fuel Tank: Modify fuel tank filler location(s) as necessary to comply with FMVSS and OEM chassis manufacturer's body builder guidelines.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

5.0 EXTERIOR BODY TRIM

5.1 Fuel Fill: The existing fuel filler housing shall be reused if undamaged. If damaged, it shall be replaced.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

5.2 Exterior Trim: Any exterior trim components found to be damaged, shall be replaced with identical/near identical to the original.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

5.3 Rear Bumper: The existing rear bumper assembly shall be inspected and reused if found to be in proper working order. If it is greatly damaged, and/or found to not be in proper working order it shall be replaced with a new identical assembly.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

5.4 Fenderettes: The existing rear fenderettes shall be inspected and reused if found to be undamaged. If damaged, they shall be replaced.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

6.0 MODULE EXTERIOR PAINT FINISH AND LETTERING

6.1 Found in Optional section item 12.1

7.0 ELECTRICAL SYSTEM:

7.1 Switch Panels: The existing Demers front switch panel and console shall be transferred to the new chassis.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.2 Siren: The existing siren amplifier shall be transferred to the new chassis console per the existing installation.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.3 Power Distribution Panel: Check for 100% complete operation. Any compromised components will be replaced. Vendor shall provide a three (3) year / 36,000 mile electrical warranty utilizing the existing Demers system.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.4 Wiring Installation: All new power wiring provided shall be copper and conform to all the SAE J1292 requirements and shall have GXL or SXL high temperature thermoplastic or better insulation rated to 125 degrees centigrade and conforming to SAE J1127 and J1128

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.5 Wiring Labeling: All wiring shall be permanently color-coded and function labeled for easy identification and troubleshooting.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.6 Wiring Loom: The engine wiring shall be routed in conduit or high temperature looms with a rating of 300 degrees Fahrenheit. All added wiring shall be in protective loom, located in accessible, enclosed and protected locations, and kept at least six inches away from the exhaust system components. Wiring and components shall not terminate in the oxygen storage compartment except for the compartment light and door switch plunger. All conduits, looms and wiring shall be secured to the body or frame with insulated metal straps in order to prevent sagging and movement which results in chafing, pinching, snagging, or any other damage. All apertures on the vehicle shall be properly

grommets for passing wiring and conform to SAE 1292.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.7 **Battery Switch:** The existing battery disconnect system shall be thoroughly tested and reused if found to be acceptable. If any fault is found in this system, it shall be replaced with OEM materials/components. This switch shall only affect the module wiring and shall in no way disconnect any power associated with the chassis.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.8 **Cab Wiring:** Any new cab integration wiring shall be properly sized and connected per Demers and OEM chassis manufacturer guidelines.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.9 **Tail Lights:** The existing stop/tail/turn/backup lights shall be inspected and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.10 **Warning Lights:** The existing warning lights shall be inspected and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.11 **Intersection Lights:** The existing intersection lights shall be inspected and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.12 **Grille Lights:** The existing grille lights shall be inspected and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.13 Scene Lights: The existing scene lights shall be inspected and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.14 Speakers: The existing siren speakers shall be transferred to the new chassis, inspected, and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.15 Cab Console: The existing cab console shall be inspected and reused if found to function properly. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.16 Door Switches: Inspect all door switches and replace as needed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.17 Dome lights: Inspect, repair, or replace as needed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.18 Back-up Alarm: Inspect, repair, or replace as needed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.19 Two-way radios: The existing two-way radios, antenna coaxes, and antennas shall be inspected and reused if found to function properly. If a problem is found, it shall be brought to the attention of this agency so a decision may be made regarding its replacement.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.20 Inverter: The existing inverter system shall be inspected for proper operation. If found to be faulty it shall be replaced.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

7.21 Shoreline: Inspect, repair, or replace as needed. The engine block heater shall be wired to the shoreline with a disconnect plug installed within the chassis engine compartment.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

8.0 EXTERIOR COMPARTMENTS

8.1 Weather-stripping: Replace all door gaskets with original seal as needed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

8.2 Compartment Door: Compartment doors are to be closely inspected for condition, If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

- a. Checked and trued for alignment and closure
- b. All hold opens checked for operation and defective closures replaced
- c. Lubricate all door latches and locks for proper operation

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

8.3 Compartment Interiors: If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.0 PATIENT COMPARTMENT CABINETRY AND FIXTURE:

9.1 Sub-Floor: Inspect subfloor thoroughly. If any compromised area is found, it shall be brought to the

attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.2 Flooring: The existing floor covering shall be thoroughly inspected. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.3 Thresholds: They shall be inspected and replaced as needed. There will be 2" non-skid material applied to these thresholds for added safety as needed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.4 Upholstery: All upholstery in the patient compartment shall be inspected. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.6 Cabinetry: Cabinets will be checked for sharp edges, and defective areas. If any compromised area is found, it shall be brought to the attention of this agency so a decision can be made regarding the proper handling of this problem.

- a. Manually check cabinet mounting bolts to insure stability and strength
- b. Check all shelves for security and rattle proof
- c. Check for damaged or missing trim
- d. Check aluminum window tracks for operation

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.7 Cabinetry Plexiglass: All plexiglass is to be replaced with new. To include plexiglass access window from the patient compartment to the main oxygen exterior compartment.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

9.8 Safe: Medix Safe is to be removed, locking cabinet door is to be installed in its place.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

10.0 HEATING AND AIR CONDITIONING

10.1 Heat/Cool Unit: The existing heater & a/c system shall be inspected, thoroughly tested, and reused if found to function properly. Any compromised components shall be replaced with new.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

10.2 Heat/Cool Testing: System shall be extensively tested for peak performance and readings shall be provided to customer.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

10.3 Power Vent: Shall be tested and repaired or replaced to meet original equipment performance.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

11.0 OXYGEN AND VACUUM SYSTEMS

11.1 Oxygen System: Perform 4-hour leak test at 100 psi. Repair any leaks noted and re-test and tag system with certification.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

11.2 Oxygen Outlets: Inspect all oxygen outlets for proper function and replace as needed.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

11.3 Suction System: Test vacuum lines and outlets for proper operation and repair or replace as necessary.

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

12.0 OPTIONS

Purpose of this section is to list out additional options that may or may not be included in the bid approval. It is not a bid requirement to respond or provide information on these options. Anderson County reserves the right to add these items individually or reject them individually.

12.1 Modular Body Repair, Paint, and Decal: All minor body damage is to be repaired in an industry standard professional manner to like new condition. Entire modular body is to be stripped and repainted to match existing paint and decal design.

12.6 Alternate Siren: Installation of low frequency "Rumbler" type siren.

12.7 Alternate Patient Compartment HVAC unit: Exterior above cab mounted air conditioning system, specifications of equipment, mounting, and operation are to be submitted with bid.

13.0 REFERENCES

References for similar remounted ambulances

CUSTOMER	CONTACT	STATE	MANF	TITLE	#

Does your bid comply with the specification as written? Y___ N___

Does your proposal include an exception to this requirement? Y___ N___

BID PROPOSAL PRICING

Vendor Name: _____

Remount Bid Price (total for two (2) remounts): \$ _____

Optional Items Pricing:

Modular Body Repair, Paint, and Decal: All minor body damage is to be repaired in an industry standard professional manner to like new condition. Entire modular body is to be stripped and repainted to match existing paint and decal design.

Price: \$ _____

Alternate Siren: Installation of low frequency "Rumbler" type siren.

Price: \$ _____

Alternate Patient Compartment HVAC unit: Exterior above cab mounted air conditioning system, specifications of equipment, mounting, and operation are to be submitted with bid.

Price: \$ _____

Attachment 1
BID NUMBER: 2514 – Ambulance Remounts

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda (if any):
(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

Lead 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 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: _____

Attachment 3



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.

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"/> | 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 checked="" 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 in accordance with T.C.A. 12-4-201. This <u>MUST</u> be submitted before purchase order issued. REQUIRED IF BID IS OVER \$100,000. | |

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)

Attachment 6 – Sample Contract for Services

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide _____ per **Bid #XXXX, Exhibit 1**

Standard of Performance. Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: **Bid #XXXX**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be one year with four one-year renewal options. The contract shall start on the date of final signature.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

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

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination: Anderson County reserves the right to terminate this contract 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.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Hold Harmless.

The Contractor agrees to indemnify and hold harmless Anderson County as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for Anderson County to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of Anderson County to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent Anderson County in any legal matter.

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

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to 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 Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. 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.

Non-discrimination. The Contractor shall comply with all Federal nondiscrimination laws, regulations, instructions, policies, and guidelines and the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

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

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Contractor:

Anderson County Government
Administrative Approval:

Signature Date

Robert J. Holbrook, Finance Director Date

Printed Name

Anderson County Department Head
Approval:

Title

Date

Name of Company

Approved as to Form

Address

Law Director Date

City, State Zip

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

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](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.