

# Anderson County Government

## Request for Bids

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

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

**Bid No.: 2212**

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**Date Issued: September 24, 2021**

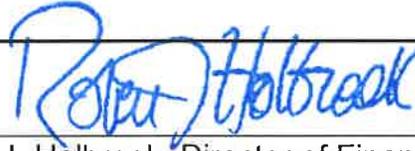
**Bids will be received until  
2:30 p.m. Eastern Time on October 8, 2021**

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

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

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Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Bid for Fence at Wolf Valley Convenience Center.
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**Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Bids must be received by the deadline as recorded by the date stamp on this Time Clock.**

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

**Bid #2212 – Fence for Wolf Valley Convenience Center**

Anderson County seeks bids for a chain link fence.

The fence shall be 6 FT H x 1050 L.FT chain link with green visibility mesh and 3-strand barbwire. The fence shall include (1) 28' DOUBLE GATE and (1) 40' DOUBLE GATE.

Page 11 of the attached Site Plans (Exhibit 1) further specify fence and gate details.

The vendor shall coordinate the installation schedule with the County's Solid Waste Department. Vendor shall be responsible for removal of any debris created by this project.

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

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

Exhibit 1

# SITE DEVELOPMENT PLAN STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

## WOLF VALLEY CONVENIENCE CENTER

DISTRICT NO. 1  
ANDERSON COUNTY, TENNESSEE  
CLT: 089 PARCEL: 067.01



LOCATION MAP

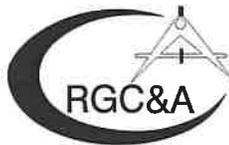
OWNER/DEVELOPER:  
ANDERSON COUNTY, TENNESSEE  
WAYNE TERRY FRANK  
C/OFF. TRAFFIC  
ANDERSON COUNTY SOLID WASTE COORDINATOR  
200 NORTH MAIN STREET  
ROOM 107  
COLUMBIA, TN  
(603) 483-0885

ENGINEER:  
ROBERT G. CAMPBELL  
AND ASSOCIATES, L.P.  
1513 FIDGATE LANE  
KNOXVILLE, TN 37928  
PHONE: (865) 597-5996  
FAX: (865) 597-7556



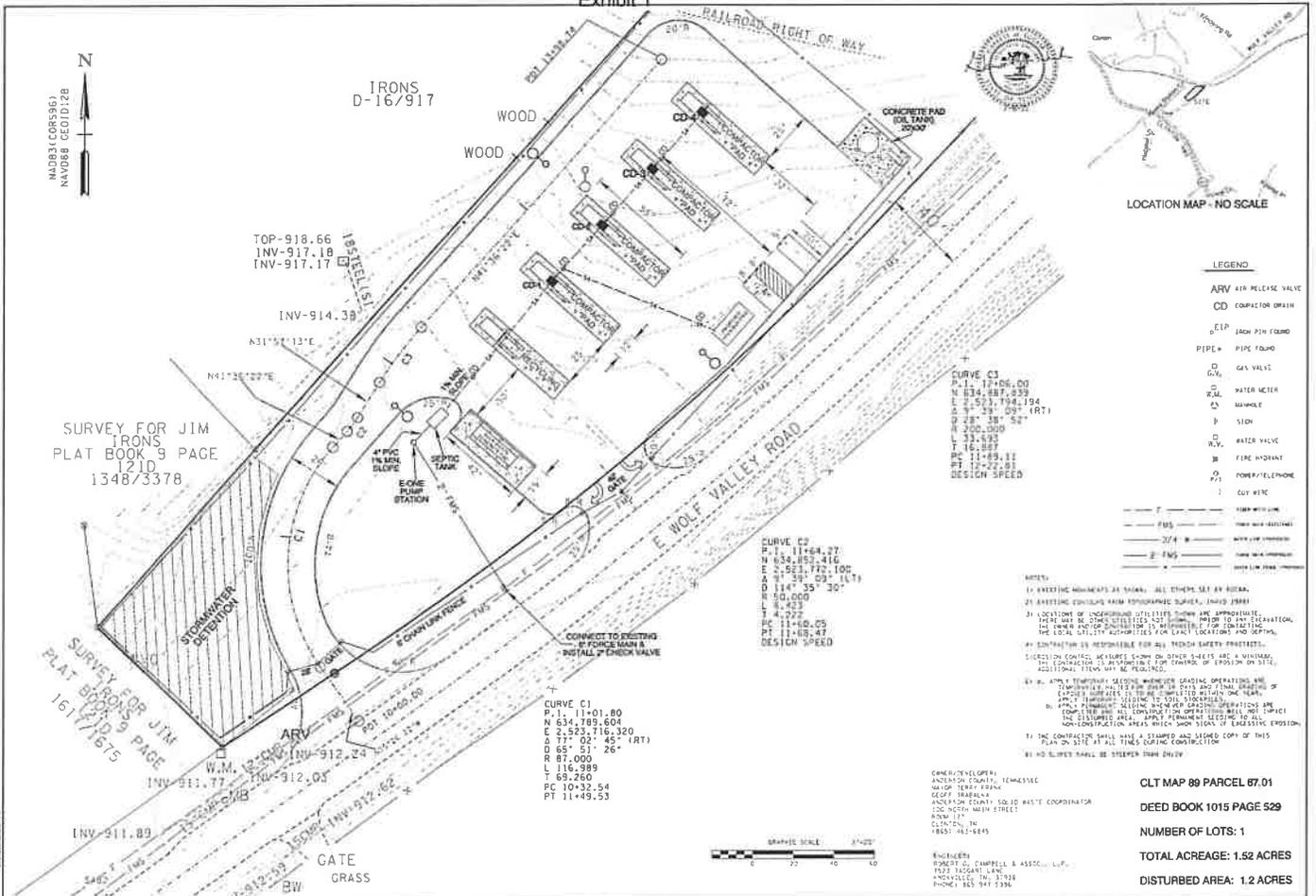
INDEX OF SHEETS

SHEET 1	TITLE SHEET
SHEET 2	PROPOSED SITE LAYOUT
SHEET 3	EXISTING SITE LAYOUT
SHEET 4	GRADING / EROSION & SEDIMENT CONTROL PLAN
SHEET 5	LAYOUT DETAIL
SHEET 6	ACCESS ROAD PROFILE
SHEET 7	POND DETAILS
SHEET 8	DETAILS
SHEET 9	DETAILS
SHEET 10	DETAILS
SHEET 11	DETAILS
	ELECTRICAL & LIGHTING PLAN
	ELECTRICAL & LIGHTING DETAILS



ROBERT G. CAMPBELL & ASSOCIATES, L.P.  
CONSULTING ENGINEERS  
KNOXVILLE, TENNESSEE

Exhibit 1



**LEGEND**

- ARV AIR RELEASE VALVE
- CD COMPRESSOR DRAIN
- EIP JACK PIN FOUND
- PIPE PIPE FOUND
- G GAS VALVE
- W WATER METER
- S SEWER
- F FIRE HYDRANT
- WV WATER VALVE
- PH POWER/TELEPHONE
- CL CUT WIRE

- NOTES:**
- EXISTING MEASUREMENTS AS SHOWN; ALL OTHERS SET BY OWNER.
  - EXISTING CONDITIONS HAVE BEEN VERIFIED BY VISUAL INSPECTION. THERE MAY BE SOME UTILITIES NOT SHOWN. PRIOR TO ANY UTILIZATION, THE OWNER SHOULD CONSULT WITH THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATIONS AND DEPTHS.
  - CONSTRUCTION IS RESPONSIBLE FOR ALL TRUCK SAFETY PRESENTATIONS. DIRECTION CONTROL MEASURES SHOWN ON OTHER SHEETS ARE A MINIMUM. ADDITIONAL ITEMS MAY BE REQUIRED.
  - IF ANY TEMPORARY SECTIONS W/REQUIRE GRADING OPERATIONS AND TEMPORARY UTILITIES FOR DRIVE OR DRIVE AND FINAL GRADING OF EXISTING SURFACES SHALL BE COMPLETED WITHIN ONE YEAR. ALL TEMPORARY SECTIONS TO SOIL CONDITIONS, UTILITIES AND CONSTRUCTION SHALL BE COMPLETED WITHIN ONE YEAR. ALL TEMPORARY SECTIONS SHALL BE PERMANENT UNLESS SO STATED.
  - THE CONTRACTOR SHALL HAVE A STAMPED AND SIGNED COPY OF THIS PLAN ON SITE AT ALL TIMES DURING CONSTRUCTION.
  - NO SLOPES SHALL BE STEEPER THAN SHOWN.

OWNER/DEVELOPER:  
 ANDERSON COUNTY, TENNESSEE  
 1000 DEPT. FRANK  
 DEPT. TRAFFIC  
 ANDERSON COUNTY SOLID WASTE COORDINATOR  
 100 NORTH MAIN STREET  
 ANDERSON, TN  
 (615) 483-6845

ENGINEER:  
 ROBERT G. CAMPBELL & ASSOC., L.P.  
 1533 LOCUST LANE  
 KNOXVILLE, TN 37908  
 PHONE: 865-941-5396

CLT MAP 89 PARCEL 87.01  
 DEED BOOK 1015 PAGE 529  
 NUMBER OF LOTS: 1  
 TOTAL ACREAGE: 1.52 ACRES  
 DISTURBED AREA: 1.2 ACRES

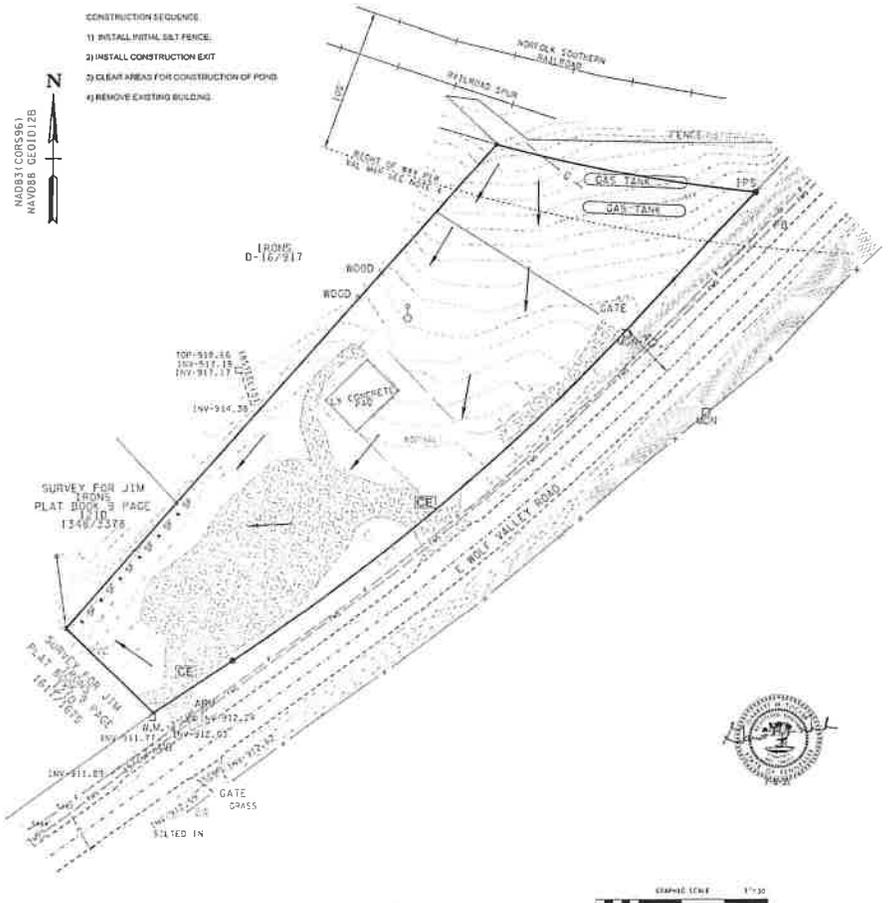
<b>ROBERT G. CAMPBELL &amp; ASSOC., L.P.</b> CONSULTING ENGINEERS KNOXVILLE, TENNESSEE		<b>ANDERSON COUNTY SOLID WASTE</b> <b>WOLF VALLEY ROAD CONVENIENCE CENTER</b>	<b>PROPOSED SITE LAYOUT</b>	DESIGNED BY: BAF CHECKED BY: COLV DATE: 7-2-01 SCALE: 3/8" = 1'-0" SHEET: 88 OF 88
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Exhibit 1

LEGEND			
CD	COMPACTOR DRUM	CO	CLEAN OUT
SF	SILT FENCE	EIP	EROSION PIN FOUND
CE	CONSTRUCTION EXIT	PIPE	PIPE FOUND
SDI	STORM DRAIN INLET PROTECTION	CV	GAS VALVE
SDO	STORM DRAIN OUTLET PROTECTION	WM	WATER METER
OE	OVERLAND DRAINAGE PATTERN	M	MANHOLE
MA	EROSION CONTROL MATTING	S	SIGN
CD	ROCK CHECK DAM	WV	WATER VALVE
---	EXISTING GRADE	WV	WATER VALVE
- - - -	PROPOSED GRADE	FE	FIRE HYDRANT
---	CHAIN LINK FENCE (PROPOSED)	PT	POWER/TELEPHONE
---	FIBER OPTIC LINE	DU	CUT-WIPE
---	FORCE MAIN (EXISTING)	ARV	AIR RELEASE VALVE
---	WATER LINE (PROPOSED)		
---	FORCE MAIN (PROPOSED)		

NOTES:

- 1) ALL EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IDENTIFIED IN THIS SWPPP WILL BE INSTALLED AS RECOMMENDED IN THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK.
- 2) TOPSOIL WILL BE REMOVED AND EITHER TEMPORARILY STOCKPILED FOR LATER REDISTRIBUTION OR IMMEDIATELY UTILIZED FOR FINAL COVER. CLEARING AND GRUBBING WILL BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION. TOPSOIL PILES WILL BE TEMPORARILY SECEDED.
- 3) SEDIMENT WILL BE REMOVED FROM SILT FENCE, ROCK CHECK DAMS, HAY BALE TRAPS, AND TEMPORARY SEDIMENT TRAPS BEFORE THE DESIGN CAPACITY OF THE STRUCTURE HAS BEEN REDUCED BY SOIL, LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER WILL BE PICKED UP PRIOR TO ANTICIPATED STORM EVENTS, OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES. AFTER USE, SILT FENCES WILL BE REMOVED TO PREVENT THEM FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY, BUT WILL BE RE-ERECT AT THE END OF THE WORKDAY.
- 4) IN ACCORDANCE WITH THE TCEQ, INSPECTIONS WILL BE PERFORMED BY QUALIFIED PERSONNEL AT LEAST TWICE EVERY CALENDAR WEEK. INSPECTIONS WILL BE AT LEAST 72 HOURS APART. INSPECTIONS WILL INCLUDE DISTURBED AREAS OF THE CONSTRUCTION SITE, AREAS USED FOR STORAGE OF MATERIALS EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE, AND EACH OUTFALL POINT. BASED ON INSPECTION RESULTS, MODIFICATIONS OR REPAIRS TO EXISTING CONTROL MEASURES WILL BE MADE BEFORE THE NEXT RAIN EVENT IF POSSIBLE, BUT WITHIN 7 DAYS AFTER THE NEED IS IDENTIFIED. INSPECTION DOCUMENTS WILL BE MAINTAINED ON SITE AND MADE AVAILABLE UPON REQUEST.
- 5) STABILIZATION WILL BE ACCOMPLISHED AS SOON AS PRACTICABLE AFTER ATTAINMENT OF FINAL GRADE AND NO LATER THAN SEVEN DAYS AFTER ATTAINING FINAL GRADE. WHEN EARTH-DISTURBING ACTIVITY HAS TEMPORARILY CEASED, TEMPORARY STABILIZATION WILL BE APPLIED WITHIN SEVEN DAYS IF THE ACTIVITY WILL NOT RESUME WITHIN 15 DAYS. THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED WILL BE RECORDED AND MAINTAINED ON THE SITE. STABILIZATION METHODS MAY INCLUDE SEED AND MULCH, OR SEED AND EROSION CONTROL BLANKETS.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/14/2018	DESIGNED	RC	RC
2	08/14/2018	REVISED	RC	RC

**ROBERT G. CAMPBELL & ASSOC., L.P.**  
 CONSULTING ENGINEERS  
 INDEPENDENCE, TENNESSEE

**ANDERSON COUNTY SOLID WASTE**  
 WOLF VALLEY ROAD CONVENIENCE CENTER

**SWPPP - STAGE 1 - EXISTING LAYOUT**  
 EROSION & SEDIMENT CONTROL PLAN

REVISED BY	DATE	REASON	SCALE	SHEET NO.
RC	08/14/2018	DESIGNED	1" = 30'	8

Exhibit 1

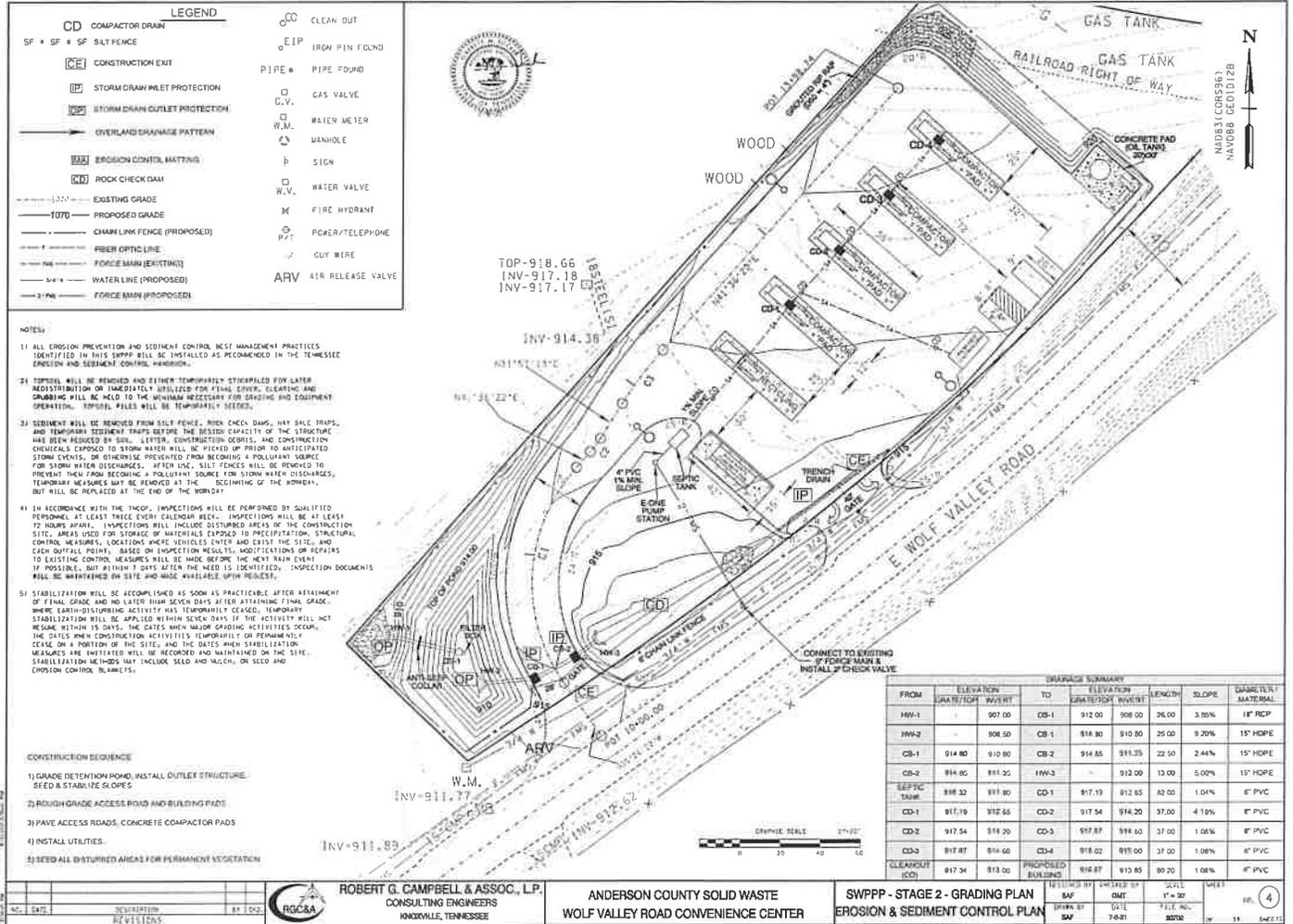
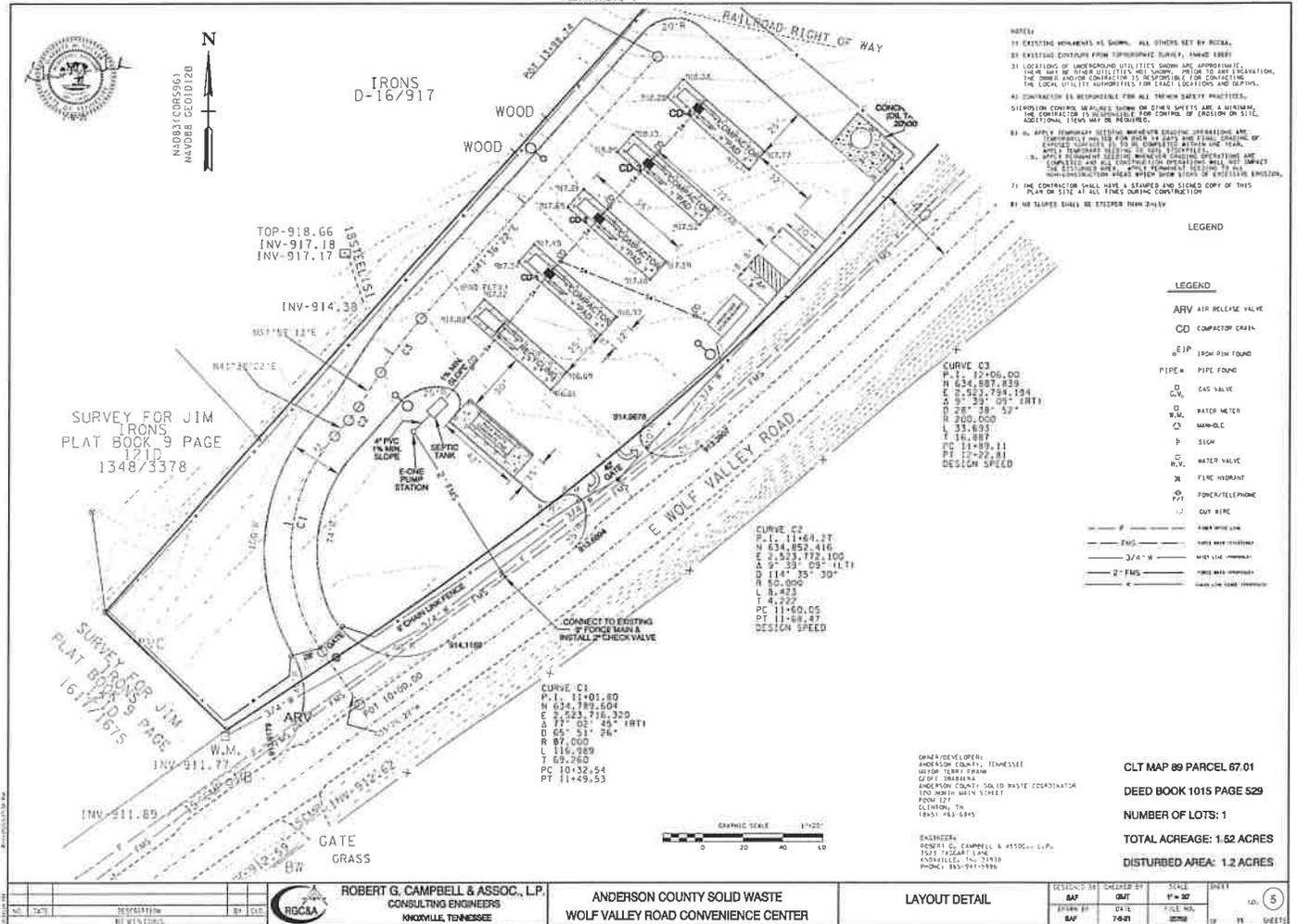


Exhibit 1



- NOTES:
- EXISTING MONUMENTS AS SHOWN. ALL OTHERS SET BY METAL.
  - EXISTENCE CONTAINS FROM TOPOGRAPHIC SURVEY, YEAR 1988.
  - LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. THE OWNER AND/OR CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCAL UTILITY LOCATIONS ON EACH LOCATION AND DEPTH.
  - CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC SAFETY PRECAUTIONS. SIGNAGE CONTROL BE REQUIRED DURING OR OTHER SHEETS ARE A MINIMUM. THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF EROSION ON SITE. ADDITIONAL ITEMS MAY BE REQUIRED.
  - ALL APPLICABLE REGULATORY AGENCIES (STATE, FEDERAL AND LOCAL) REQUIREMENTS FOR DESIGN, CONSTRUCTION AND OPERATION OF THE PROJECT SHALL BE COMPLETED. ALL APPLICABLE REGULATIONS ARE COMPLETED AND ALL CONSTRUCTION OPERATIONS WILL NOT IMPACT THE ENVIRONMENT AND LOCAL COMMUNITY.
  - THE CONTRACTOR SHALL HAVE A REVISION AND SIGNED COPY OF THIS PLAN ON SITE AT ALL TIMES DURING CONSTRUCTION.
  - NO SLOPES SHALL BE STEEPER THAN 2:1.

- LEGEND
- ARV AIR RELEASE VALVE
  - CD COMPACTOR CRAN
  - EIP 150# PIN FOUND
  - PIPE PIPE FOUND
  - GAS VALVE
  - WATER METER
  - MANHOLE
  - SIGN
  - WATER VALVE
  - FIRE HYDRANT
  - POWER/TELEPHONE
  - CUT BIRC
  - FIBER OPTIC LINE
  - 1" PVC 1% MIN. SLOPE
  - 3/4" W. WATER LINE
  - 2" FIBER OPTIC
  - 2" FIBER OPTIC
  - 2" FIBER OPTIC

OWNER/DEVELOPER:  
ANDERSON COUNTY, TENNESSEE  
USION TERRY FRANK  
2101 BIRCHBA  
ANDERSON COUNTY SOLID WASTE COORDINATOR  
PO BOX 127  
CLINTON, TN  
38031 483-6845

DESIGNER:  
ROBERT G. CAMPBELL & ASSOC., L.P.  
7071 PEZZARD LANE  
KNOXVILLE, TN 37910  
PHONE: 855-927-5990

CLT MAP 89 PARCEL 67.01  
DEED BOOK 1015 PAGE 529  
NUMBER OF LOTS: 1  
TOTAL ACREAGE: 1.52 ACRES  
DISTURBED AREA: 1.2 ACRES

<b>ROBERT G. CAMPBELL &amp; ASSOC., L.P.</b> CONSULTING ENGINEERS KNOXVILLE, TENNESSEE		<b>ANDERSON COUNTY SOLID WASTE</b> <b>WOLF VALLEY ROAD CONVENIENCE CENTER</b>	<b>LAYOUT DETAIL</b>	DESIGN BY: BAF CHECKED BY: DMF DATE: 7/20/15 SCALE: 1"=30' SHEET NO.: 17 TOTAL SHEETS: 18	5
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Exhibit 1

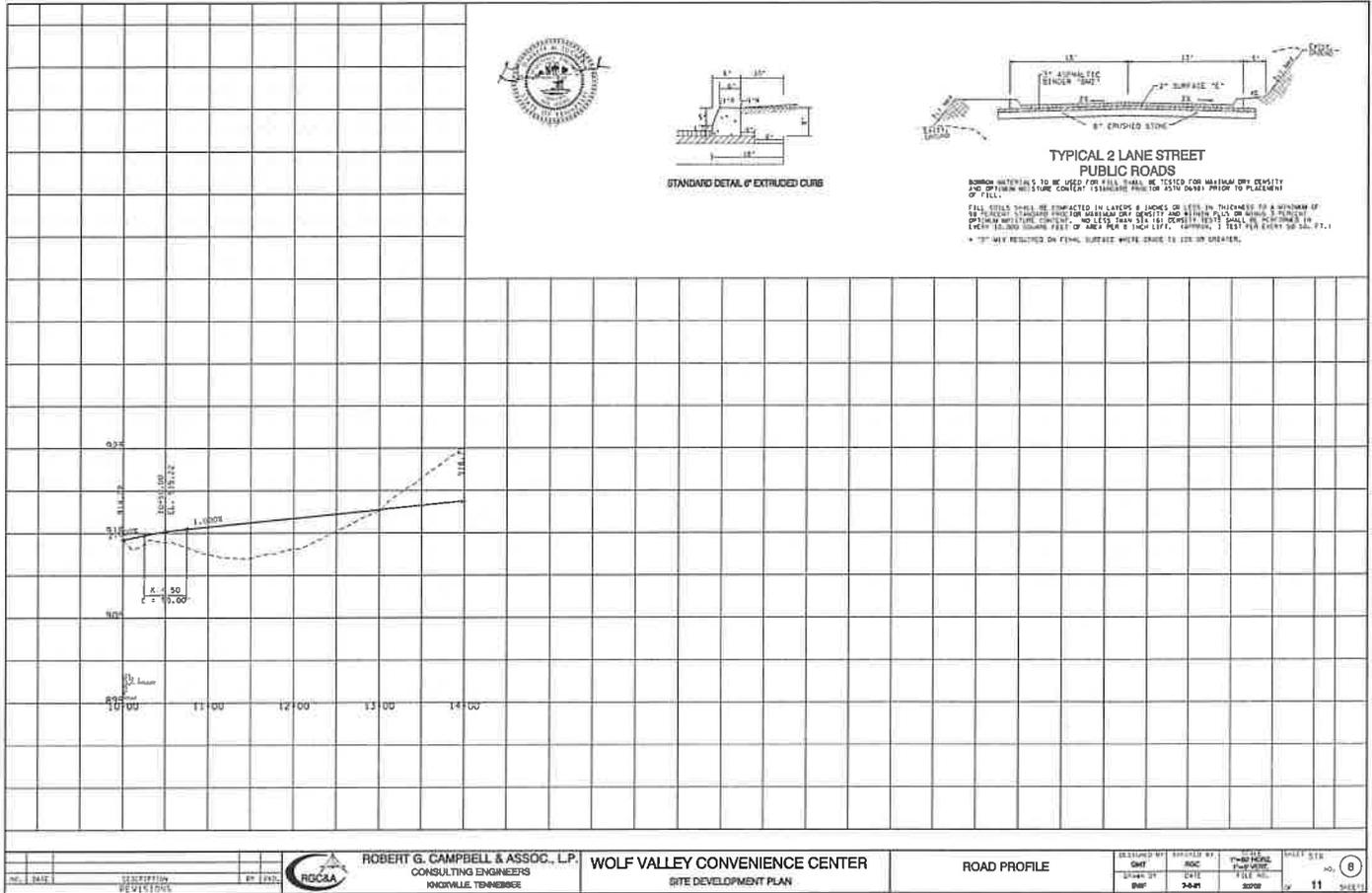
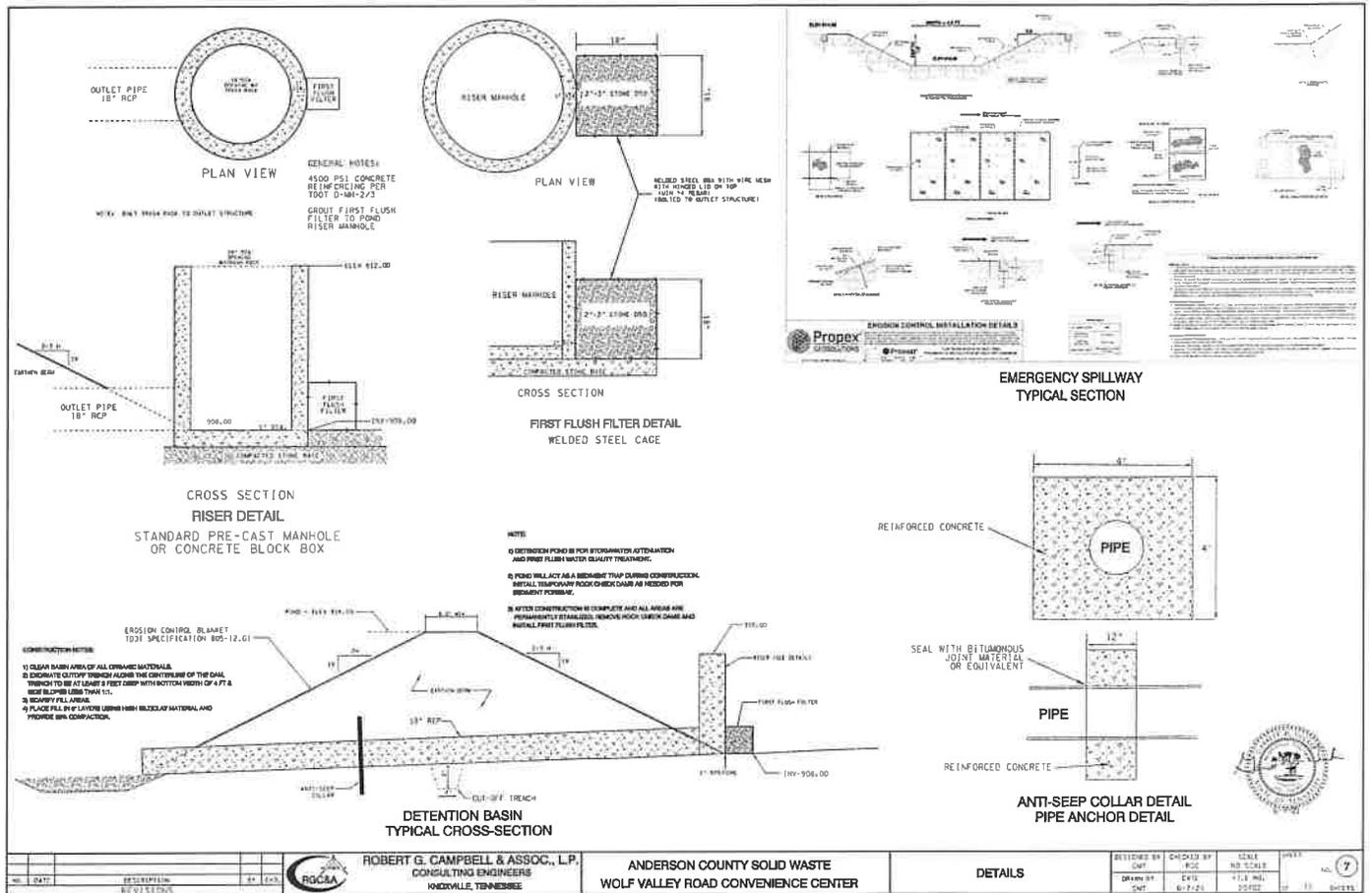


Exhibit 1



NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	SCALE	SHEET	TOTAL
							7	

**ROBERT G. CAMPBELL & ASSOC., L.P.**  
 CONSULTING ENGINEERS  
 KNOXVILLE, TENNESSEE

**ANDERSON COUNTY SOLID WASTE**  
**WOLF VALLEY ROAD CONVENIENCE CENTER**

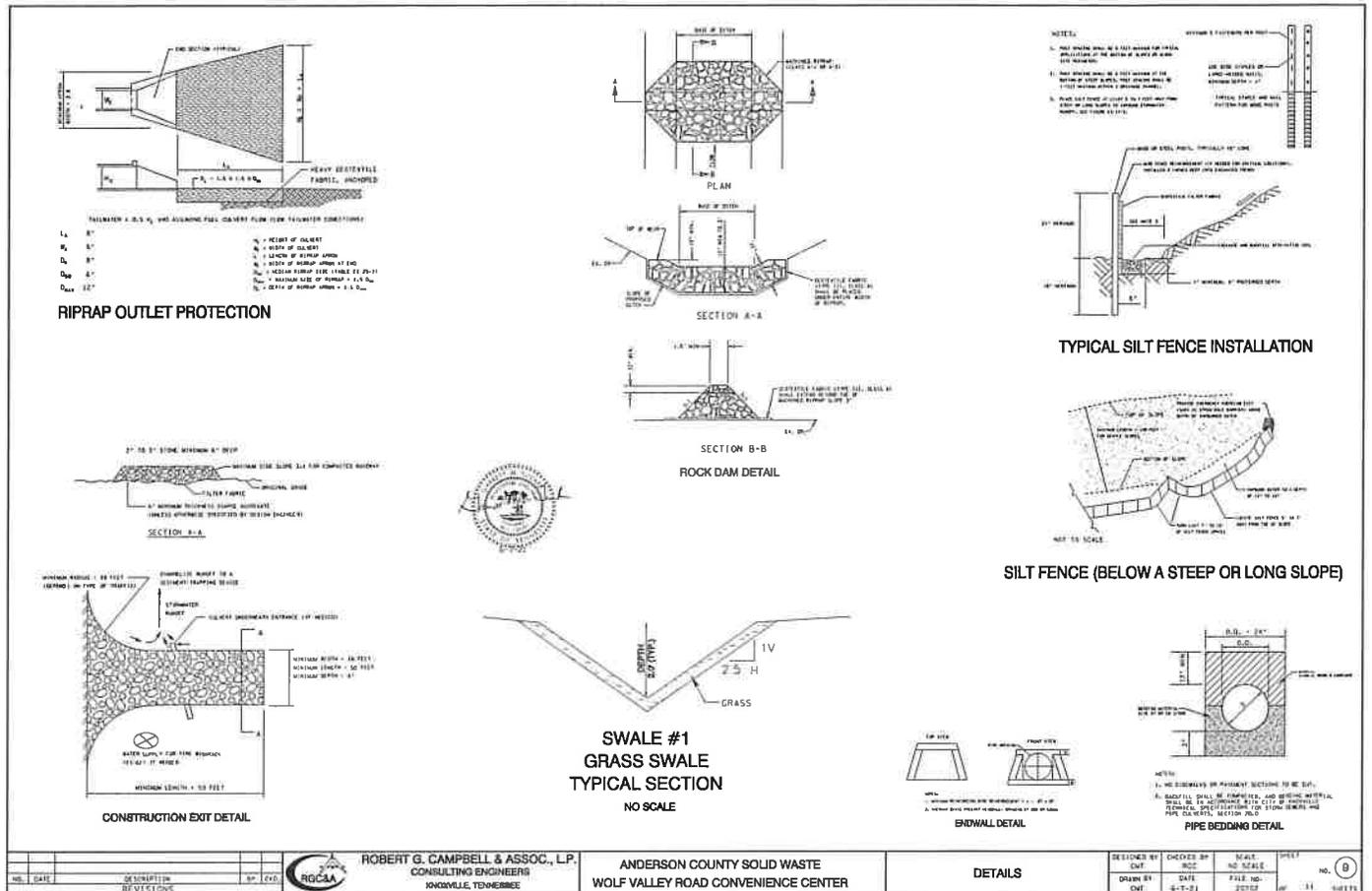
**DETAILS**

DESIGNED BY: CWT  
 CHECKED BY: RGC  
 DATE: 6-17-21

SCALE: AS SHOWN  
 SHEET: 7  
 TOTAL: 13

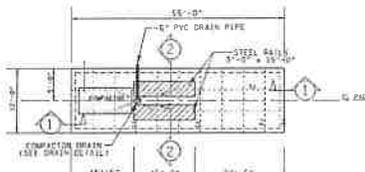


Exhibit 1

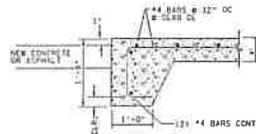


NO. DATE DESCRIPTION BY EXD				<b>ROBERT G. CAMPBELL &amp; ASSOC., L.P.</b> CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	<b>ANDERSON COUNTY SOLID WASTE</b> <b>WOLF VALLEY ROAD CONVENIENCE CENTER</b>	<b>DETAILS</b>	DESIGNED BY: [ ] CHECKED BY: [ ] DATE: [ ] FILE NO.: [ ] SHEET NO.: <b>8</b>
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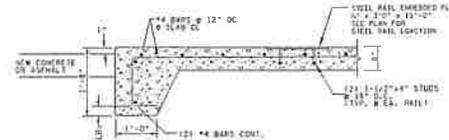
Exhibit 1



BULK COMPACTOR PAD DETAIL



SECTION 1



SECTION 2



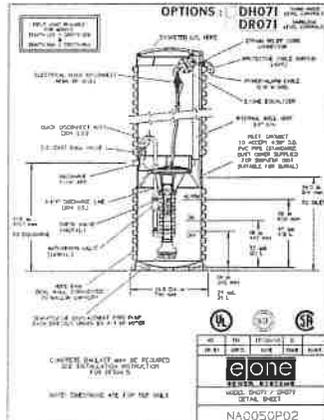
**E/ONE  
EXTREME**

DH071/DRO71

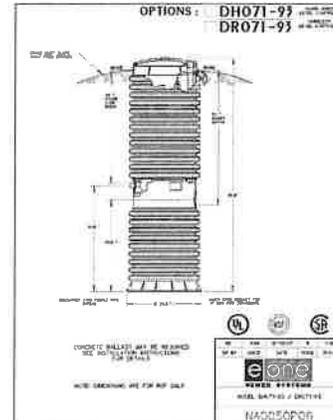


Product Number: E/ONE 582-213-100  
 10/05/2010 Rev. 6

**General Notes:**  
 1. This unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 2. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 3. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 4. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 5. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 6. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 7. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 8. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 9. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.  
 10. The unit is designed for use in areas where a sewer line is not available and the grinder pump is used to pump sewage into a sewer line.



SANITARY SEWER GRINDER PUMP DETAILS



SANITARY SEWER GRINDER PUMP DETAILS

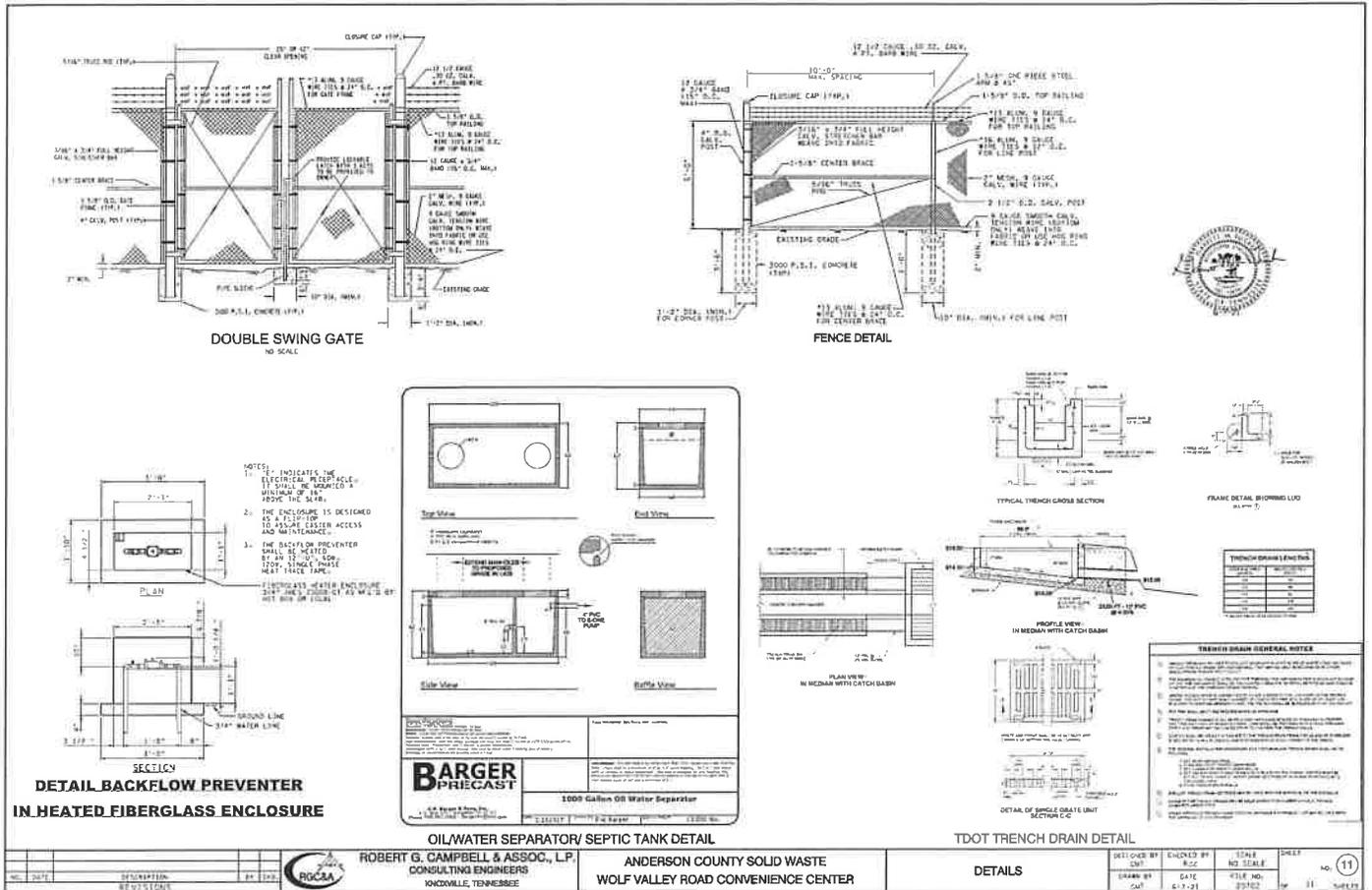
NOTE: TOP OF DRAIN TO BE A MINIMUM OF 0.4 FEET LOWER THAN LOWEST OUTER PAD CORNER ELEVATION



COMPACTOR DRAIN DETAIL  
 ZURN 7888 OR EQUAL

NO.	DATE	DESCRIPTION	BY	CHECKED	ROB C	ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	ANDERSON COUNTY SOLID WASTE WOLF VALLEY ROAD CONVENIENCE CENTER	DETAILS	DESIGNED BY DATE	ISSUED BY DATE	SCALE NO SCALE	SHEET NO. 10
		HYDRO							6-7-21			10 of 11

Exhibit 1



**Attachment 1**  
**BID NUMBER: 2212 – Fence for Wolf Valley Convenience Center**

**SECTION 1 - BID INFORMATION**

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

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

**SECTION 2 - VENDOR INFORMATION**

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

Vendor Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

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

Contact Person *(Please Print)* \_\_\_\_\_

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

Taxpayer Identification Number, Social Security or  
Employer Identification Number:  
\_\_\_\_\_

State of Tennessee Business License Number:  
License # \_\_\_\_\_

**I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.**

**Authorizing Signature:**

\_\_\_\_\_  
**(Please sign original in blue ink)**

Attachment 2

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

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

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

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## DIVERSITY BUSINESS INFORMATION

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

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

**"MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

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

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

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

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

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

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

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

**SECTION 6 – DIVERSITY INFORMATION**

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

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

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

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

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

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

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

Please provide copy of certification letter or certificate

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

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

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

**NOTARY ACKNOWLEDGEMENT:**

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

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

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

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

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

MY COMMISION EXPIRES: \_\_\_\_\_

**Attachment 4  
Insurance Requirement Acknowledgment**

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

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

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

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

**Bidders Statement and Certification**

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

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

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

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

\_\_\_\_\_  
Date

## General Terms and Conditions

### BID ENVELOPE SUBMISSION INSTRUCTIONS:

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

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

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

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

(865) 457-6218 Phone

(865) 457-6252 Fax

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

### **SECTION 1 - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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