

# Anderson County Government

## Request for Proposals

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

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RFP No.: 2447

Date Issued: May 6, 2024

Proposals will be received until  
2:30 p.m. Eastern Time on May 28, 2024

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Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses 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 PROPOSALS AND TO ACCEPT THE PROPOSAL 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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Request for Proposals for Anderson County Fire Protection Study.
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**Proposals must be submitted in a sealed envelope/box with the RFP # clearly labeled. Vendors shall provide one original and three copies.**

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

## RFP – Anderson County Fire Protection Study

### Section I: Introduction

The Anderson County Government, hereafter referred to as "the County," is seeking proposals from qualified vendors to conduct a comprehensive Fire Protection Study. This study aims to evaluate the effectiveness and efficiency of fire protection services across the county's five fire districts and one rescue squad. The purpose of this study is to identify opportunities for improvement and ensure that fire protection services meet the current and future needs of Anderson County residents. Qualified vendors are invited to submit proposals that address the scope of services specified in this Request for Proposal (RFP). The County reserves the right to modify the selection process based on information provided in the RFP submissions and to reject any and all proposals.

### Section II: Background Information - Fire Districts and Emergency Services

Anderson County is located just north of the city of Knoxville; Tennessee's third largest metropolitan area. The County has approximately 338 square miles of hilly to mountainous terrain. As of 2020, the County's population was 77,123 with 32,158 households. Of that, municipalities comprised approximately 60% of the population. Current populations estimates per City are as follows: Clinton 10,056; Oak Ridge 31,402; Oliver Springs 3,297; Rocky Top (Lake City) 1,628; and Norris 1,599.

Anderson County is served by five fire districts and one rescue squad, all operated by dedicated volunteers. These agencies are integral to the county's emergency response system, handling medical emergencies, motor vehicle accidents, and fire-related incidents. Each district is a 501(c)(3) nonprofit organization primarily funded through community donations, supplemented by an annual \$27,500 contribution from the county to support operational costs.

To enhance the capabilities of these volunteer agencies, the County provides a range of support services at minimal to no cost:

- **Training Programs:** The County offers certification courses for Emergency Medical Responders (EMR), Emergency Medical Technicians (EMT), and Advanced EMTs. Participating agencies receive essential medical equipment, including supplies, personal protective equipment (PPE), oxygen, and Automated External Defibrillators (AEDs).
- **Continuing Education and Specialized Training:** Ongoing education is provided, including National Incident Management and Incident Command System classes, and Hazardous Materials Awareness/Operations training, facilitated by the Tennessee Emergency Management Agency through the County's Emergency Management Agency.
- **Equipment Testing and Maintenance:** Routine testing and maintenance are provided for Self-Contained Breathing Apparatus, fire apparatus pumps, and ground ladders, alongside NFPA inspections and servicing of extrication equipment.

In 2023, Anderson County invested \$1.2 million to upgrade the emergency communication systems. This initiative replaced outdated Ultra High Frequency (UHF) systems with the Tennessee Valley Regional Communications System (TVRCS), enhancing the efficiency of communication between on-scene responders and the dispatch center. All fire and rescue units were equipped with mobile and portable radios compatible with the P25 system. The Emergency Management Agency oversees routine maintenance of these radios and subsidizes the annual access fee of \$51.50 per radio for TVRCS, ensuring continuous operational readiness.

Historically, the county has also provided a fire or rescue unit truck on a rotating annual basis, funded grant matching fund requirements on behalf of the VFD's, and provided free use of county-owned and school-owned property for some station locations. The county regularly transfers working assets to VFD's, for example, sheriff department vehicles that have moved from frontline status.

### **Andersonville Volunteer Fire Department (AVFD) Overview**

The Andersonville Volunteer Fire Department (AVFD) is one of five fire agencies in Anderson County, staffed by seventeen dedicated volunteers. AVFD maintains a robust fleet of seven fire apparatus to serve an extensive coverage area of 68 square miles. This area includes several miles of Norris Lake shoreline, three marinas on Norris Lake, 8 miles of Clinch River shoreline, 9 miles of interstate highway, one high school, two elementary schools, and an industrial park housing several local industries. The department operates from three strategically located fire stations to efficiently manage and respond to emergencies. In 2023, AVFD responded to approximately 1,061 calls, demonstrating its critical role in community safety and emergency response.

### **Briceville Volunteer Fire Department (BVFD) Overview**

BVFD, the second of five fire agencies in Anderson County, operates with six fire apparatus and a dedicated team of 27 volunteers. While the exact coverage area in square miles is yet to be determined, BVFD's response area includes off-road trails at Windrock Park and an elementary school. The department manages responses from two fire stations and was dispatched to approximately 277 calls for service in 2023.

### **Claxton Volunteer Fire Department (CVFD) Overview**

The third fire agency, CVFD, has nine fire apparatus and 27 volunteers. Its response area, also pending specific square mileage, includes eight miles of Clinch River shoreline, an elementary school, a decommissioned fossil fuel energy production facility, and two public access boat launches. CVFD operates from two stations and responded to around 825 calls in 2023.

### **Marlow Volunteer Fire Department (MaVFD) Overview**

MaVFD, the fourth agency, maintains eight fire apparatus and 30 volunteers. It covers 65 square miles, including parts of Windrock Park, two elementary schools, and a water treatment facility. Operating from two fire stations, MaVFD was dispatched to about 751 calls for service in 2023.

### **Medford Volunteer Fire Department (MeVFD) Overview**

The final fire agency, MeVFD, features four fire apparatus and 15 volunteers. The specifics of MeVFD's coverage area are currently unspecified. The department operates from one station and responded to approximately 780 calls in 2023.

### **Anderson County Emergency and Rescue Squad (ACERS) Overview**

ACERS, the sole rescue squad within the county, is equipped with six apparatus and supported by 19 volunteers. Its area of operation encompasses the regions outside the municipalities of Clinton, Oak Ridge, Oliver Springs, Norris, and Rocky Top, focusing on motor vehicle accidents, search and rescue, and medical emergencies. ACERS was dispatched to around 2,842 calls for service in 2023 from its single station.

### **Public Safety Answering Points (PSAPs) in Anderson County**

Anderson County is served by three primary PSAPs. The Anderson County E-911 center acts as the sole dispatch hub for local volunteer fire agencies, the Sheriff's Office, Emergency Medical Services, and the police and fire departments of Rocky Top and Norris. Additionally, the cities of Clinton and Oak Ridge maintain individual PSAPs dedicated to dispatching services within their respective jurisdictions.

## **Section III: Objectives**

The selected vendor will be tasked with conducting a comprehensive analysis of Anderson County's fire protection services to enhance efficiency and effectiveness. Specific objectives include:

1. **Service and Response Evaluation:** Utilize GIS and other relevant data to analyze and evaluate the current fire department services and response times, benchmarking against established industry standards.
2. **Fire Station Analysis:** Analyze and evaluate the locations of current fire stations to ensure they meet industry standards and effectively cover the service areas.
3. **Apparatus Review:** Analyze and evaluate the condition and capabilities of the fire apparatus fleet against the National Fire Protection Association (NFPA) standards to determine suitability and operational readiness.
4. **ISO Rating Assessment:** Analyze and evaluate the current Insurance Services Office (ISO) ratings of the fire districts to identify areas for improvement.
5. **Staffing Analysis:** Analyze and evaluate staffing levels and deployment practices against recognized standards to determine adequacy for current and projected needs.
6. **Financial Contributions Review:** Analyze and evaluate trends in financial contributions from both community donations and county allocations, to assess funding stability and sufficiency.

7. **Water Supply System Evaluation:** Analyze and evaluate the current status of the water supply systems within the fire districts to ensure they meet the demands of fire suppression activities.
8. **Call Volume and Growth Projections:** Analyze and evaluate historical call volumes and project future needs based on population growth trends to aid in strategic planning.

### **Project Collaboration and Team Structure**

The vendor will collaborate with a designated project team led by the Anderson County Emergency Management Agency Director. The team will also include one representative each from the Mayor's office, the Anderson County Fire Commission, Anderson County Emergency Medical Services, Anderson County E-911, and the Sheriff's Department. This collaborative approach will ensure that all aspects of the county's fire protection and emergency services are thoroughly evaluated and optimized.

### **Section IV: Project Scope of Work**

The scope of work is designed to achieve the objectives outlined in Section III and satisfy the expectations of the Project Team. The final scope of work will be detailed in collaboration with the selected consultant (hereafter referred to as "The Project Consultant") post-selection.

#### **A. Expected Deliverables**

1. **Meetings and Engagement:** The consultant will attend and participate in meetings with relevant County and Fire Department officials to gain a comprehensive understanding of the current operations.
2. **Data Collection:** The consultant will collect and analyze necessary data including GIS, historical call volume, and residential and commercial development information to evaluate the facility and staffing requirements of the Fire Departments.
3. **Preliminary Analysis and Report:** The consultant will prepare a draft analysis and report that includes details on response times, staffing requirements, the condition of apparatus and fire stations, water supply systems, ISO ratings, and the geographic distribution of fire stations.
4. **Final Comprehensive Report:** A detailed and graphically rich final report will be provided, summarizing the findings and recommendations for the fire departments based on the initial analysis. This report will cover response times, staffing, apparatus and station conditions, water supply integrity, ISO ratings, and station locations.
5. **Supporting Documentation:** The analysis and the final report will include maps and other supporting documentation to substantiate the findings.

6. **Presentation:** Upon request, the consultant will present the findings of the report at one or more public meetings to stakeholders and the general public.

## **B. Anticipated Schedule**

The project is expected to span 4 to 6 months, commencing upon the contract award and contingent on the timely completion of each phase as stipulated.

## **C. Budget**

The study will be funded through specific grant sources identified by Anderson County. The award of the contract and subsequent project activities are contingent upon the confirmed availability of these funds. Should funding not be secured, any agreements made based on this RFP will be nullified.

## **Section V: Proposal Requirements**

Proposals must adhere to the structured format described below, providing a clear and concise outline of the vendor's capabilities to fulfill the requirements of this RFP. Each section of the proposal will be evaluated based on the criteria and points assigned as indicated.

**Tab 1 – Proposed Solution (30 points)** Vendors are required to present a detailed proposed solution that demonstrates a thorough understanding of the project requirements outlined in the Scope of Work. Proposals should:

- Explain the methods and phases of the project's completion, including a timeline with key tasks and milestones.
- List the information required from the County to support the project.
- Include details of the proposed project team, specifying names, roles, and professional backgrounds.
- Suggest additional elements that could enhance the project but are not included in the initial scope of work.
- Disclose any affiliations with software or hardware vendors that could influence the project.

**Tab 2 – Vendor History/Experience (20 points)** Proposals must provide:

- The number of years the vendor has been operational.

- The current customer base size.
- Relevant certifications and licensures.
- Proof of financial stability, including two years of audited financial records.

**Tab 3 – Vendor Reference Forms (20 points)** Proposals must provide at least three references from projects similar in scope conducted within the last four years. Proposals lacking adequate references will not be considered further. The relevance and support of these references to demonstrate the vendor's qualifications will be evaluated at the County's discretion.

**Tab 4 – Pricing (30 points)** Vendors should:

- Provide a detailed list of hourly rates for all roles involved in the project.
- Explain the methodology used to calculate the 'not-to-exceed' cost.
- Outline the proposed payment structure for the project.

**Tab 5 – Additional Required Forms (Pass/Fail)**

- Attachment 1: Non-Collusion Affidavit
- Attachment 2: Diversity Business Information Sheet (if applicable)
- Attachment 3: Vendor Information Sheet
- Attachment 4: Certificate of Liability Insurance
- Attachment 5: Conflict of Interest Form

**Vendor Presentations (20 points)** Vendors must be prepared to present their proposal either in person or via a virtual meeting. To accommodate scheduling, three potential meeting dates will be provided, ensuring all vendors have a fair opportunity to present their proposal.

Attachment 1

**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 2



## 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:
- Black (a person having origins in any of the black racial groups of Africa);
  - Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - 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
  - 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 2

**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 3**  
**BID NUMBER: 2447 – Fire Protection Study**

**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 4  
Insurance Requirement Acknowledgment**

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

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

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

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

**Bidders Statement and Certification**

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

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

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

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

\_\_\_\_\_  
Date

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

**CONFLICT OF INTEREST AFFIDAVIT/STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

**CONFLICT OF INTEREST AFFIDAVIT/STATEMENT**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

## General Terms and Conditions

### **BID ENVELOPE SUBMISSION INSTRUCTIONS:**

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

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

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

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

Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone

(865) 457-6252 Fax

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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