

CITY OF MORRISTOWN, TENNESSEE  
INVITATION TO BID – LEAF TRUCK

**INVITATION TO BID**

Office of Finance  
100 West First North Street  
Morristown, TN 37814

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**INTRODUCTION**

The City of Morristown is accepting sealed bids for a Truck Mounted Automated Leaf Machine with specifications stated herein.

Proposer shall return bids in **SEALED** envelope to:

**City of Morristown  
Attn: Ashley Ahl, Purchasing Assistant  
100 West First North Street  
Morristown, TN 37814**

Public opening of sealed bids will be held at the above address at the deadline date and time listed below.

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DATE ISSUED:	Wednesday, June 5, 2019
BID TITLE:	Leaf Truck
BID DEADLINE DATE & TIME	Friday, June 14, 2019 at 2:00 P.M. Eastern Time (locale prevailing time)
BID OPENING LOCATION:	Morristown City Center, Training Room, 1 <sup>st</sup> Floor
MANDATORY PRE-BID MEETING:	Monday, June 10, 2019 at 10:00 A.M Eastern Time (locale prevailing time)
BID CONTACT:	Ashley Ahl, Purchasing Assistant
CONTACT PHONE:	423.585.4622
CONTACT EMAIL:	<a href="mailto:purchasing@mymorristown.com">purchasing@mymorristown.com</a>

Signature of Authorized Representative: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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**TERMS AND CONDITIONS**

**1. REQUIREMENTS FOR SEALED BID SUBMISSION.**

- a. A COMPLETE, UNBOUND, ORIGINAL, copy of the sealed bid MUST be submitted.
- b. Pages marked with “Bidder Initial” MUST be completed by authorized representative and are considered a part of the bid.
- c. All bids shall be submitted SEALED, envelope clearly marked with the bid name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
- d. Copy of IRS W-9 Form.

**2. BIDS RECEIVED ON TIME.** Bids and amendments thereto, if received by the City of Morristown’s Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the BIDDER to see that the bid is received by the City of Morristown’s Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal bids will not be accepted. Any bid received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for bids received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

**3. TAX EXEMPT.** The City of Morristown is a tax exempt entity. The successful vendor will be provided with an executed copy of tax exempt form.

**4. ANTI-COLLUSION.** The bidder certifies by signing this document that the bid is made without prior understanding, agreement, or accord with any person submitting a bid for the same services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

**5. AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total bid; to reject any and/or all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

**6. OPEN RECORDS ACT.** Once the bid document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.

**7. PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month’s statement being received in the City of Morristown’s Finance Office.

**8. RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your bid by the City of Morristown is not to be construed as an award for services.

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- 9. AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- 10. AUTHORIZED SIGNATURE.** All bids must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
- 11. NO SUBMISSION.** If you choose to not respond to this sealed bid request, advise City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
- 12. KNOWLEDGE OF LAWS AND REGULATIONS.** The bidder agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The bidder shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the bidder, the bidder's subcontractors, suppliers, or others by the bidder or the employee of any of them.
- 13. DRUG-FREE WORKPLACE.** The bidder understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the bidder must comply with all State and Federal drug-free workplace laws, rules and regulations. The bidder agrees to comply by the execution of the "Bidder Initial" located at the bottom of the page.
- 14. DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
- 15. NON-DISCRIMINATION.** During the performance of this contract, the bidder agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the bidder. The bidder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 16. RIGHT TO WITHDRAWAL.** Bidders have the right to request withdrawal of their bid from consideration due to error by giving notice at any time before and not later than two (2) days after bids are publicly opened.
- 17. ORIGINAL BID DOCUMENT.** The original bid document maintained by the City of Morristown's Finance Office shall be considered the official copy document.

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- 18. CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the bid opening, for whatever reason, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
- 19. BID APPROVAL BY LEGISLATIVE BODY.** The bid awarding must be approved by the City of Morristown, City Council.
- 20. REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with bid any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
- 21. VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
- 22. FORCE MAJEURE.** The City of Morristown or bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
- 23. PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
- 24. ADDENDA.** In the event that it becomes necessary to revise any part of this bid, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their bid.
- 25. PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any bid based on unsatisfactory past performance.
- 26. IRAN DIVESTMENT ACT.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA 12-12-106.
- 27. QUESTIONS.** All questions shall be directed to the bid contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to [purchasing@mymorristown.com](mailto:purchasing@mymorristown.com).

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**Equipment Requirements**

Minimum specifications shall be for one (1) new 2020 Truck Mounted Automated Leaf Machine for Yard Waste Collector. The specifications have been written around CURBTENDER VACPAK or equal. The exact machine bidded shall have been in successful use for five or more years. Proto-type or unproven units will not be acceptable.

All vendors are expected to bid upon a manufacturer's latest standard model, new and unused. It shall be provided with all standard equipment in accordance with the manufacturer's latest literature, plus any optional or special equipment required to meet specifications. The accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. The unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard. Truck must meet all federal, state, ICC and OSHA regulations at the time of manufacture.

The successful bidder shall be responsible for delivering equipment properly serviced and in first class operating condition and shall indicate the number of days product shall be delivered after issue date of the purchase order. It shall be the responsibility of the successful bidder to inspect the completed unit for specification compliance prior to delivery to the City of Morristown. The awarded bidder shall be ultimately responsible for any and all warranty issues. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication
2. Check of all fluid levels to insure proper fill, fuel tank must be a minimum of ¼ full upon delivery
3. Adjustment of engine to proper operating condition
4. Inflate tires to proper pressure
5. Check to assure proper operation of all accessories, gauges, lights, mechanical and hydraulic features
6. Cleaning of equipment, as necessary, and removal of all unnecessary tags, stickers, and papers, etc.
7. Overall check for safe operating conditions

The following is required with the equipment:

1. Factory shop repair manual
2. Parts manual
3. Electric Schematics
4. Owner's Manual
5. Warranty Papers
6. Spare Key
7. Spare Tire
8. Invoice that lists the machine and engine serial numbers
9. Manufacturer's statement of origin, executed in the name of the City of Morristown, 100 W. 1<sup>st</sup> North Street, Morristown, TN 37814.

There will be a **MANDATORY** Pre-Bid meeting held on Monday, June 10, 2019 at 10:00 A.M located in the Training Room on the first floor at the City of Morristown.

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All bidders must indicate if they are meeting the specifications or taking exception by marking one of the boxes below:

As Specified                       Alternate

Any alternates must be explained in written detail. All bids include delivery and putting the equipment into service. The successful bidder shall be responsible for the delivery of a complete unit including, but not limited to, a Power Unit Leaf Truck.

Item	Description of Unit Being Bid	Price
Hydraulic Packing Leaf Machine		\$

**Specifications:**

Bidder shall initial in the areas of specification agreement. Variances must be clearly identified. Failure to comply with specifications will not remove that bid from consideration but will indicate a variance on which the City of Morristown will determine the importance to the overall performance of the item and the suitability for the intended purpose. Bidder will also be responsible for supplying the City of Morristown with service manuals for equipment.

Vehicle Configuration	Comply	Does NOT Comply
Conventional chassis 2020 or newer model year specified		
Expected Front Axle(s) Load 12,000 lbs.		
Expected Gross Vehicle Weight Capacity 33,000 lbs.		

Cab & Chassis	Comply	Does NOT Comply
2020 or newer Conventional Cab Chassis		
Set Back Front Axle		
Cummins L9 diesel engine rated at 300 HP @ 2000 RPM		
Allison 3500 series, 6-speed automatic		
5.63 Rear Axle		
12,000lb Front 23,000 Rear Axle, 35,000 GVW		
HD increased cooling capacity radiator		
High back Air Ride bucket seats		
Right hand steering preferred		
Power Window/Door locks and power heated mirrors		
Unit shall include two (2) outside west coast type mirrors with lower 8-inch convex lens		
Spare Tire w/rim		
Full instrumental panel		
Air conditioning		

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<b>Cab &amp; Chassis Cont.</b>	<b>Comply</b>	<b>Does NOT Comply</b>
AM/FM radio		
Blue Tooth Capability		
Shall have one (1) fuel tank, minimum 50-gallon capacity. The fuel tank shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied.		
Chassis engine shall have a 200 amp alternator		
Chassis shall have a backup alarm		
Chassis shall have dual Halogen or LED headlights		
Switches shall be clearly identified		
Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. Controls shall be accessible from drivers side.		
Windshield wipers shall be two speed with intermittent feature and windshield washers		
Cab shall have a rear window to provide visibility of packer		
Cab doors shall be double wall with weather seal around doors and edges.		
Cab doors shall have safety latches with key locks that are keyed the same.		
Cab shall have a dome light.		
Operator position shall have adjustable sun visor.		
Cab doors shall have arm rest.		
Three piece 14 inch painted steel bumper With collapsible ends		
Front Tow Hooks – Frame mounted		
Bumper mounting for single license plate		
Grade 8 threaded hex headed frame fasteners		

<b>Engine Equipment</b>	<b>Comply</b>	<b>Does NOT Comply</b>
2008 Carb emission certification – clean idle		
Standard oil pan		
Engine mounted oil check and fill		
One-piece valve cover		

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<b>Engine Equipment Cont.</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Side of hood air intake with Donaldson high capacity air cleaner with safety element, firewall mounted		
(2) alliance model 1231, group 31 12-volt maintenance free 2250 CCA threaded stud batteries		
Battery box frame mounted		
Standard battery jumpers		
Single battery box frame mounted LH side under cab.		
Wire ground return for battery cables with additional frame ground return		
Non-polished battery box cover		
Positive and negative posts for jumpstart located on frame next to starter		
Standard mechanical air compressor governor		
Air compressor discharge line		

<b>Transmission</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Transmission shift patterns shall be illuminated for night use		

<b>Power Take-Offs (PTOs)</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Equipped with minimum 290 ft-lb torque		

<b>Axles, Wheels and Brakes</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Front and rear tires and rims shall all be interchangeable for safety and allow the interchange of tires.		
Rims shall be 8-hole steel hub piloted 22.5x8.25		
Brakes shall be full anti-lock air brakes with automatic slack adjusters. Brake drums shall have dust shields.		
Air system shall include an air dryer		
Parking brake shall be spring applied rear wheel drum and shoe.		



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<b>Trailer Connections</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Upgraded chassis multiplexing unit		
Upgraded bulkhead multiplexing unit		
Wire for trailer lights & brakes		

<b>Wheelbase &amp; Frame</b>	<b>Comply</b>	<b>Does NOT Comply</b>
4050 MM (159 inch) wheelbase		
9/32x3-7/16x10-1/16 inch steel frame (7.14MMx255.6MM/0 281X10.06 inch 120KSI		
2450MM (96 inch) rear frame overhang		
Frame overhang range 91 in. to 100 in.		
Calculated effective back of cab to rear Suspension C/L (CA): 90.45 in		
Calc'd frame length – overall 284.39		
Calc'd space available for deckplate: 93.45		
Calculated effective back of cab to rear Suspension C/L (CA): 90.45 in		
Calculated frame space LH side: 80.9 in.		
Calculated frame space RH side: 102.51 Inches.		
Square end of frame		
Front closing crossmember		
Standard weight engine crossmember		
Standard midship #1 crossmember(s)		
Standard rearmost crossmember		
Standard suspension crossmember		

<b>Fuel Tanks</b>	<b>Comply</b>	<b>Does NOT Comply</b>
50 gallon/189 liter short rectangular aluminum fuel tank – Drivers side		
Rectangular fuel tank(s)		
Plain aluminum fuel/hydraulic tank(s) with bands		
Plain step finish		

<b>Leaf Vac</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Suction Fan System		
Single engine design. Auxiliary engine unit is not permissible		
Fan is direct drive with a hydraulic motor		
Fan is supported by OHLA, lubricated and cooled by the hydraulic system		

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<b>Suction Hose Support Boom</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Boom is located under the suction hose for better clearance under trees and other		
Boom to rotate with Hydraulic actuator. No chains permitted.		
Boom controlled by a joystick in the cab by the driver of the unit		

<b>Leaf Collection Body</b>	<b>Comply</b>	<b>Does NOT Comply</b>
The body floor shall be (1) piece and constructed of 3/16” abrasion resistant (AR 400) with a minimum of 360 Brinell		
The body sides and roof shall be curved and shall be constructed of 11 gauge ASTM 715 GR 50 ultimate tensile strength 50,000-PSI sheet steel		
Corners of the body shall form a 9” transition radius which continues into the roof of the body		
The body shall be curved and of the side-loading design and the body shall have a capacity of 18 cubic yard. The pack panel must extend to the rear of the body to unload the debris. Tip to dump unloading is not acceptable.		
A neoprene seal shall be incorporated between the tailgate and body to provide a watertight seal for a depth of 9”		
The tail gate shall be release, opened closed and locked with two (2) double acting, 3” bore hydraulic cylinders from controls located on the driver’s side of the body behind the hopper opening.		
Grease bank lube system if available		

<b>Hopper</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Hopper floor shall be constructed of 3/16” abrasion resistant AR 400 having a minimum hardness of 360 Brinell, Side shall be constructed of T-I having a hardness of 235-295 Brinell		
Hopper capacity shall be minimum of one (1) cubic yard		

<b>Hydraulic System</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Minimum 35 gallon capacity hydraulic reservoir shall be provided for hydraulic system.		
Pump shall be direct drive with one section of the pump dedicated to the packer and the other section dedicated to the leaf collection system. The pump may be driven by a hot shift PTO and direct drive for pack-on-the-go capability.		

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<b>Hydraulic System Cont.</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Unit shall be equipped with a hydraulic cooling and filtration system with a minimum capacity of 50 GPM		
A suction strainer shall be installed in the hydraulic reservoir.		
A hydraulic fluid level sight gauge shall be installed on the hydraulic reservoir.		
All hydraulic fittings shall be a minimum of 3/8" JIC or flat-faced O-ring.		
The packer control valve shall provide an automatic packing system in less than 15 seconds by means of a hydraulically detented spot.		

<b>Packing System</b>	<b>Comply</b>	<b>Does NOT Comply</b>
The body shall include a bulkhead to partially separate the body from the hopper and to prevent debris from falling back into the hopper when the packing panel is retracting, to create a barrier that allows maximum continuous compaction and to minimize pinch points to meet ANSI z245.1 Safety Standards.		
Packing panel shall have a four-section follow plate to allow for loading regardless of blade position and to prevent excess amounts of debris from accumulating behind panel		
Follow plate rollers shall not require greasing or adjustment. Packing system shall displace debris into the body at a rate of four (4) cubic yards per minute.		

<b>Controls and Electrical System</b>	<b>Comply</b>	<b>Does NOT Comply</b>
An in-cab control console shall be located inside the back of the truck within easy view and reach of the driver		
A lamp on the console shall indicate when the power take-off is engaged, and the packer system is turned on		
The tailgate shall have an open alarm that will notify the driver if the tailgate is not closed.		
The tailgate open alarm shall use a solid-state proximity switch with a Deutsch connector. (No limit switches are acceptable)		
All wiring shall be loomed and secured for protection against physical damage.		
An external audio alarm shall automatically activate when the truck is in reverse gear or when the tailgate is opening or closing.		

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<b>6 Way-Hydraulic Hose Carrier</b>	<b>Comply</b>	<b>Does NOT Comply</b>
The hose carrier assembly must be capable of having a <b>180 degree</b> working arc that allows the assembly to swing from the front tire of the vehicle, towards the rear tire of the vehicle, (180 degrees from the front tire) and visa- versa, for an optimum work envelop. <b>NO EXCEPTIONS</b>		
The hose carrier assembly is capable of working off the front bumper of the truck, for maximum efficiency		
The hydraulic hose carrier assembly shall be mounted directly over the center of the suction hose to allow for unrestricted movement from front to rear of the unit		

<b>Lighting</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Combination stop and taillights with lighted license plate bracket, directional signals, upper and lower marker lights, reflectors, and DOT reflective tape shall be supplied. Two 7" diameter amber flasher lights shall be mounted on the rear of the machine. A quick disconnect plug shall be supplied at the trailer tongue		
Strobe lights: (4) grill mounted. (4) rear mounted. (4) LH Side, (4) RH Side		

<b>Painting</b>	<b>Comply</b>	<b>Does NOT Comply</b>
The entire leaf loader shall be properly prepared, primed and the paint shall be electrostatically applied		
Color: White		

<b>Delivery</b>	<b>Comply</b>	<b>Does NOT Comply</b>
Equipment shall be furnished fully serviced and assembled		
Operators and parts manuals (electronic or hard copy) shall be supplied covering the entire leaf loader body and cab/chassis.		

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<b>Warranty</b>	<b>Comply</b>	<b>Does NOT Comply</b>
A one-year warranty covering the leaf loader for materials and workmanship is to be included in the bid price		
Distributor or representative shall have a service and parts facility within 175 miles of the end user's garage		
The distributor facility must have adequate stock of parts and mechanics trained to work on their leaf loaders		

**Indicate Location of Service/Parts Facility:**

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**VENDOR INFORMATION and ANTI-COLLUSION STATEMENT**

*Please print or type clearly. Complete each section entirely and verify for accuracy.*

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her bid with other proposers and has not colluded with any other proposer or parties regarding the bid whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the bid list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this sealed bid invitation, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

<b>COMPANY NAME:</b>	
<b>CONTACT PERSON:</b>	
<b>CONTACT PERSON TITLE:</b>	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE:</b>	
<b>FEDERAL TAX ID # (or Social Security #, if applicable)</b>	
<b>LICENSE #</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>EMAIL:</b>	
<b>DATE:</b>	

\*\*By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.

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**EXCEPTIONS**

*Proposer MUST sign the appropriate statement below, as applicable.*

Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. **NO EXCEPTIONS ARE TAKEN.**

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “Non-Responsive”, risking the rejection of their submittal.

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**THE CITY OF MORRISTOWN, TENNESSEE  
COMPANY/CONTRACTOR AFFIDAVIT FORM**  
Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDED AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS SEALED BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the bid. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_ PHONE \_\_\_\_\_

TITLE \_\_\_\_\_ FAX \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

.....  
**(TO BE COMPLETED BY NOTARY)**

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

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

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

*Witness my hand and seal at office this day of \_\_\_\_\_, 20 \_\_\_\_*

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

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