



Lawrence County Government
Office of Accounts & Budgets
700 Mahr Avenue
Lawrenceburg, TN 38464
Phone: 931-766-4198 Fax: 931-244-6153
lawrencecountyttn.gov

LAWRENCE COUNTY, TENNESSEE

Invitation to Bid

For

Bid No. 061324-02

Crushed Stone

For

Lawrence County Highway Department

Bid Opening
June 13, 2024
4:30 pm CST

CONTACT PERSON(S), TELEPHONE, FAX NUMBER, AND EMAIL

Kelly Odom, Purchasing Agent, is the point of contact for questions pertaining to this bid. Unauthorized contact regarding this bid solicitation with other county employees may result in the vendor being disqualified.

Kelly Odom , Purchasing Agent, Office of Accounts & Budgets

Phone: 931-766-4198

Fax: 931-244-6153

Email: Kodom@lawcotn.org

BID SCHEDULE

5/22/2024		Bid Issued
6/07/2024	2:00 pm CST	Deadline to Submit Questions
6/13/2024	12:00 pm CST	Deadline to Submit Bids
6/13/2024	4:30 pm CST	Bid Opening

RETURN MAILING ADDRESS AND DEADLINE FOR BID SUBMITTALS

Vendors must submit seven (7) copies of the bid addressed to:

Lawrence County Office of Accounts & Budgets
Attention: Kelly Odom
BID# 061324-02 – Crushed Stone
700 Mahr Avenue
Lawrenceburg, TN 38464

Bids shall not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Vendors assume the risk of the method of dispatch chosen. Lawrence County assumes no responsibility for delays caused by any delivery services. Postmarking by the due date will not substitute for actual receipt by Lawrence County. A vendor's failure to submit its bid prior to the deadline will cause the bid to be rejected. Late bids or amendments will not be opened or accepted.

INTRODUCTION

Lawrence County Government is soliciting bids for Crushed Stone for the Lawrence County Highway Department beginning July 1, 2024 through June 30, 2025.

Lawrence County Office of Accounts and Budgets will be receiving sealed bids for Crushed Stone for the Lawrence County Highway Department until 12:00 pm CST on Thursday, June 13, 2024. Bids will be publicly opened on Thursday, June 13, 2024 at 4:30 pm CST in the 2nd floor conference room of the Lawrence County Administrative Center, located at 200 West Gaines Street, Lawrenceburg, TN 38464.

BID PACKAGE

All bids must include the following items. Bids shall be rejected as a non-conforming bid if any of the applicable items are missing.

- Seven (7) copies of **Bid Form** (Exhibit A)
- Evidence of a valid Business License, if required
- The vendor/bidder's name clearly marked on the outside of the envelope
- Bids must be clearly identified in the lower left corner of the envelope with **Bid No. 061324-02 – Crushed Stone**
- Signed and Completed **Company Affidavit** (Exhibit B)
- Evidence of the company's safety program and, if supported, a drug testing program **Drug-Free Workplace Affidavit** (Exhibit C)
- If bids are in excess of \$25,000, a certification of non-debarment must be completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters** (Exhibit D)
- Signed and completed **Iran Divestment Affidavit** (Exhibit E)
- Signed and completed **Conflict of Interest Statement** (Exhibit F)
- Signed and completed **Title VI Compliance** (Exhibit G)
- Completed **Legal Status of Bidder Form** (Exhibit H)
- Signed and Completed **W-9 Form** (Exhibit I)
- Copy of vendor/bidder's **Certificate of Insurance** (See Exhibit J for example)

CLARIFICATION AND INTERPRETATION OF BID

The words “must” and “shall” in the Invitation to Bid indicate **mandatory** requirements. Taking exception to any mandatory requirements shall be grounds for rejection of bid.

In the event that any interested bidder finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Lawrence County, via email at kodom@lawcotn.org, of such matters immediately upon receipt of this bid invitation. All questions must be received a minimum of 5 business days before the bid’s deadline. Bidder is responsible for ensuring questions are received. If you do not receive a reply, it is your responsibility to follow up.

BID GUARANTEE

Bidders must guarantee that all information included in their bid response remain valid for a period of one year, beginning July 1, 2024 through June 30, 2025.

RELATED COSTS

Lawrence County Government is not responsible for any costs incurred by any bidder pursuant to this Invitation to Bid. The bidder shall be responsible for all costs incurred in connections with the preparation and submission of its bid response.

QUESTIONS

Any questions regarding the meaning or interpretation of this bid invitation and attachments must be requested to the Lawrence County Office of Accounts and Budgets, attention Kelly Odom at kodom@lawcotn.org.

The deadline for submitting final questions is no later than 2:00 pm CST on June 7, 2024.

In the subject line of the email reference “BID No. 061324-02 – Crushed Stone”.

ADDENDUM

If it becomes necessary to revise any part of this invitation to bid or if additional information is necessary to enable an exact interpretation of the provision of this invitation to bid, an addendum will be issued to all vendors known to have received a bid packet. It is the responsibility of the bidder to ensure that he/she has received and signed all addendums prior to submitting a bid. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

DEADLINE

Bids will be accepted until Thursday, June 13, 2024 at 12:00 pm CST at the Lawrence County Office of Accounts and Budgets located at 700 Mahr Avenue, Lawrenceburg, TN 38464. Bids received after that time will be deemed invalid and a notice will be sent to the bidder. Bidders mailing bid responses must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions. Bids will be opened and read aloud on Thursday, June 13, 2024 at 4:30 pm CST in the 2nd floor conference room of the Lawrence County Administrative Center located at 200 West Gaines Street, Lawrenceburg, TN 38464.

RIGHT TO ACCEPT OR REJECT BIDS

Lawrence County reserves the right to accept or reject any and all bids for any reason. Bids will be awarded to the best overall bidder as determined by that which is in the best interests of Lawrence County.

EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION POLICY

Lawrence County Government is an equal opportunity employer. Lawrence County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful bidder agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state or federal law, statutes, rules or regulations, the bidder will indemnify and hold Lawrence County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the State of Tennessee.

INDEPENDENT PRICE DETERMINATION – NON-COLLUSION

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- a. The prices of the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and,
- d. The price quoted is not higher than that given to the general public for the same services and/or products.

If any contractor fails to comply with the provisions stated in this paragraph, Lawrence County reserves the right to reject the bid, terminate the contract, or consider the contractor in default.

EXCEPTIONS

Bidder must submit a listing of any and all exceptions to this invitation.

INDEMNIFICATION AND HOLD HARMLESS

The seller shall, at its own expense, protect, defend, indemnify, save and hold harmless Lawrence County Government (Purchaser) and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, cost and expenses including, but not limited to, all costs from administrative proceeding , court cost and attorney fees that Lawrence County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Seller or its employees, servants, agents or Subcontractors that may arise out of the Purchase Order. The Seller's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to Lawrence County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Seller.

INSURANCE REQUIREMENTS

The successful bidder shall, at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits set forth below:

1. Worker's compensation insurance providing the statutory limits required by Tennessee law. In addition, it shall provide Coverage B, Employer's Liability Coverage, not less than \$1,000,000 each accident, \$1,000,000 disease policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County as additional insurance. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable.
3. Automotive liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The bidder will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The bidder agrees to hold the County harmless from any liability, including additional premium due because of the bidder's failure to maintain the coverage limits required.

The County's approval or acceptance of certificates of insurance does not constitute the County's assumption of responsibility for the validity of any insurance policies nor does the County represent that the above coverage limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

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 submittal each party 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 Tennessee Code Annotated Section 12-12-106. All bidders must complete and submit their response the Affidavit of Compliance with Iran Divestment Act, attached as Exhibit E.

INVOICES AND PAYMENTS

Invoices are to be submitted to:

Lawrence County Office of Accounts and Budgets
Attn: Accounts Payable
700 Mahr Avenue
Lawrenceburg, TN 38464

Invoices may also be emailed to:

invoices@lawcotn.org

TAX EXEMPTION

Lawrence County is a tax-exempt entity and does not pay State sales tax. Lawrence County's tax exemption number is 62-6000709. Exemption certificate will be made available by emailing kodom@lawcotn.org.

TERMINATION

Lawrence County may terminate work under the Purchase Order in whole or in part at any time by notice to Seller in writing. Seller will thereupon immediately stop work on the Purchase Order or the terminated portion thereof and notify its subcontractors to do likewise. Except where termination is caused by a default or delay of Seller, Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, applicable to the termination and in accordance with recognized accounting practices. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not exceeding the rate used in establishing the original purchase price. The total of such claim shall not exceed the canceled commitment value of the Purchase Order.

AWARD OF PURCHASE ORDER OR CONTRACT

It is the intention of Lawrence County Government to award a Purchase Order to the lowest responsive and most responsible bidder, provided that the bid has been submitted in accordance with the terms and conditions of the invitation to bid and does not exceed the budgeted funds available.

MINIMUM SPECIFICATIONS

**See Bid Form (Exhibit A)

For Departmental Use Only:
 Awarded Bid
 Rejected Bid



EXHIBIT A

Crushed Stone
Lawrence County Highway Department
BID# 061324-02

BID FORM

	Unwashed	Washed
#6 Crushed Stone	_____	_____
#7 Crushed Stone	_____	_____
#8 Crushed Stone	_____	_____
Rip Rap Class A (Gabien)	_____	_____
Rip Rap Class B	_____	_____
Crusher Run	_____	_____
1 ½" Stone	_____	_____
2" – 5" Stone	_____	_____
Pug Mix	_____	_____

Comments:

Submitted By:

Signature

Date

Company Name

Contact Name

Phone

Address

Email

COMPANY AFFIDAVIT

The affiant states with respect to this Proposal submittal to Lawrence County, 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 County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this proposal, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this proposal, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the proposal process.

I further recognize that Lawrence County reserves the right to make its decision for any reason considered advantageous to the County. The company selected may be selected without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Email _____

Title _____

Firm Name _____

Type of business organization (corporation, LLC, partnership, proprietorship)

Address _____

City, State, Zip _____

EXHIBIT C

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS
OF
TENNESSEE CODE ANNOTATED § 50-9-113**

I, _____, President or other Principal Officer of
_____, swear or affirm that the company has a drug-free
Name of Company

workplace program that complies with Title 50, chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated § 50-9-113.

President or Principal Officer

For: _____
Name of Company

**STATE OF TENNESSEE
COUNTY OF**

Subscribed and sworn before me by _____,
President or Principal Officer of _____,
On this _____ day of _____, 20____ .

Notary Public

My commission expires: _____

EXHIBIT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted or had a civil judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing prices fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

_____ I am unable to certify to the above statement. Attached is my explanation.

EXHIBIT E

AFFIDAVIT OF COMPLIANCE
WITH
IRAN DIVESTMENT ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106 (To be submitted with proposal by contractor)

I, _____, president or other principal Officer of

_____, swear or affirm that the Company is in
Name of Company

compliance with Tennessee Code Annotated § 12-12-106, in effect at the time of this proposal submittal.

President or Principal Officer For: _____
Name of Company

EXHIBIT F

CONFLICT OF INTEREST STATEMENT

I, _____, president or other principal Officer of
_____, swear or affirm that I/we are not employed by
Name of Company

Lawrence County Government and has no conflicts of interest and will not permit any conflict
of interest to arise and/or continue in connections with the provision of goods or services.

President or Principal Officer For: _____
Name of Company

AFFIDAVIT OF TITLE VI COMPLIANCE

State of _____

County of _____

Affiant, _____, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the _____ of _____
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;

4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;

5. If, with the prior consent of the County, the successful Bidder or Proposer subcontracts and portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and

6. This Affidavit is made on personal knowledge.

(Signature of Affiant)

(title of Affiant)

State of Tennessee
County of _____

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____, 20____.

Notary Public

My commission expires: _____

LEGAL STATUS OF BIDDER FORM

Please Type or Print Clearly in Ink

(The Bidder shall check and fill out the appropriate form)

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)

Name

Title

Address

Phone #

Email

Fax #

Federal Tax I.D. Number