

Lawrence County Government Office of Accounts & Budgets 700 Mahr Avenue Lawrenceburg, TN 38464 Phone: 931-766-4193 Fax: 931-244-6153 lawrencecountytn.gov

# LAWRENCE COUNTY, TENNESSEE

## **Invitation to Bid**

For

## Bid No. 052825-02

# Solid Waste Transfer Station Building Improvements

<u>BID Opening</u> May 28, 2025 4:30 pm CST Lawrence County Government will receive sealed bids for Solid Waste Transfer Station Building Improvements. Bids must be received by 12:00 p.m. on May 28, 2025. Late bids will neither be considered nor returned. Bids will be publicly opened on May 28, 2025 at 4:30 CST in the 2<sup>nd</sup> Floor Conference Room of the Lawrence County Administrative Center, located at 200 West Gaines Street, Lawrenceburg, TN 38464.

Please Deliver Sealed Bids to:

Bid# 052825-02 Lawrence County Office of Accounts & Budgets 700 Mahr Avenue Lawrenceburg, Tennessee 38464

The Envelope must show the Bid#, Name and Closing Date.

## SECTION I GENERAL TERMS AND CONDITIONS

- 1. <u>ADDITIONAL INFORMATION</u>: Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to <u>kodom@lawrencecountytn.gov</u>.
- 2. <u>ACCEPTANCE:</u> Respondents shall hold their price firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
- 3. <u>ALTERNATIVE BIDS</u>: Lawrence County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 4. <u>AWARD:</u> Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Lawrence County. Lawrence County reserves the right to award this bid on a location basis, zone basis, item-by-item basis, an all or none basis, or by multiple awards, whichever is in the best interest of the County. Lawrence County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.
- 5. <u>BID DELIVERY</u>: Lawrence County requires all bids to be time date and stamp the envelope upon delivery to the Office of Accounts and Budgets. Lawrence County will not be responsible for any lost or misdirected mail sent by common carrier. Lawrence County shall also not be responsible for bids delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Office of Accounts and Budgets shall serve as the official record of time.
- 6. <u>CONFLICT OF INTEREST</u>: The bidder warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the county as compensation, wages, or gits in exchange for acting as an officer, agent, employee consultant, or to any respondent in connection with any work contemplated or performed relative to this Contract. Bidder must have read and complied with the "Non-Conflict of Interest" statement provided in this invitation to Bid packet.

- 7. <u>COPIES:</u> Lawrence County requires that bids be submitted as **one (1) marked original and seven (7)** exact copies.
- 8. <u>DECLARATIVE STATEMENTS</u>: Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.
- <u>ELECTRONIC TRANSMISSION OF QUALIFICATIONS</u>: Lawrence County Government <u>will not</u> accept electronically transmitted responses. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.
- 10. **INCURRED COSTS:** Lawrence County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 11. **NON-COLLUSION:** Bidders, 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.
- 12. **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 13. <u>**RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:**</u> It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by May 21, 2025 @ 2:00 p.m. local time. These requirements also apply to specifications that are ambiguous.
- 14. <u>SIGNING OF BIDS</u>: In order to be considered all bids must be signed. Please sign the original in <u>blue</u> <u>ink</u>. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document.
- 15. **TAXES:** Lawrence County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 16. <u>TITLE VI OF THE 1964 CIVIL RIGHTS ACT:</u> "Nondiscrimination in Federally Assisted Programs" "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Lawrence County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 17. <u>USE OF BID FORMS</u>: Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 18. <u>WAIVING OF INFORMALITIES:</u> Lawrence County reserves the right to waive minor informalities or technicalities when it is in the best interest of Lawrence County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Lawrence County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- <u>ALTERATIONS OR AMENDMENTS</u>: No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
- 2. <u>APPROPRIATION</u>: In the event no funds are appropriated by Lawrence County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the 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.
- 3. **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written specific consent of Lawrence County.
- 4. <u>BOOKS AND RECORDS:</u> Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at is offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 5. <u>CHILD LABOR</u>: Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.
- 6. <u>COMPLIANCE WITH ALL LAWS</u>: Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.
- 7. **DEBARMENT AND SUSPENSION:** The bidder certifies, to the best of its knowledge and belief, that it, its current principals, and its current and future sub-contractors and their principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. Have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Section B of this certification; and
- d. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The contract shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its sub-contractors are excluded or disqualified.

- 8. <u>DEFAULT:</u> If the Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- <u>GOVERNING LAW</u>: The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Lawrence County, Tennessee. The Chancery Court and/or the Circuit Court of Lawrence County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 10. **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 11. <u>INDEMNIFICATION-HOLD HARMLESS</u>: Contractor shall indemnify, defend, save and hold harmless Lawrence County 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 Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 12. **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Lawrence County shall not be responsible for any payment, insurance or incurred liability.
- 13. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Lawrence County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Lawrence County. Lawrence County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or service does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

14. INVOICES AND PAYMENT: Invoices are to be submitted to:

Lawrence County Office of Accounts and Budgets Attn: Kelly Odom, Purchasing Agent 700 Mahr Avenue, Lawrenceburg, TN 38464.

Invoices may also be emailed to: invoices@lawcotn.org.

- 15. **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 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 § 12-12-106.
- 16. <u>LIMITATIONS OF LIABILITY</u>: In no event shall Lawrence County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Lawrence County has been advised of the possibility of such damages
- 17. NON-BOYCOTT OF ISRAEL: The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- 18. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 19. **<u>REMEDIES</u>**: Lawrence County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 20. **<u>RIGHT TO INSPECT</u>**: Lawrence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

- 21. <u>SEVERABILITY</u>: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 22. <u>TAX COMPLIANCE</u>: Contractor hereby acknowledges, by submission of its bid and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Lawrence County Purchasing Department.
- 23. <u>**TERMINATION**</u>: County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 24. WARRANTY: Contractor warrants to Lawrence County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Lawrence County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

## SECTION III SPECIAL TERMS AND CONDITIONS

- 1. <u>ACCEPTANCE</u>: Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Lawrence County so stating.
- 2. <u>ADDENDUM</u>: 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.
- 3. **<u>BIDDER OBLIGATION</u>**: Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 4. **<u>BID EVALUATION</u>**: In evaluating the bids, Lawrence County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of Lawrence County. All material submitted becomes the property of Lawrence County.
- 5. <u>BIDS REQUESTED ON BRANDS OR EQUAL</u>: Unit price bids are requested on products that equal or exceed the quality and performance and model numbers listed. References to brand names, trade names, model numbers or other descriptions of specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if

proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will 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 a bid.

- 6. **EVALUATION REVIEW:** Lawrence County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Lawrence County shall have sole responsibility for determining a reliable source. Lawrence County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Lawrence County.
- 7. **INCLEMENT WEATHER:** During periods of inclement weather in Lawrence County, the Purchasing Department will enact the following procedures in regards to solicitations and weather delays.
  - If the County Executive closes the Administrative Offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the County Executive.
  - Lawrence County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 8. <u>NEW MATERIAL</u>: Unless specified otherwise in the bid package, the bidder must provide new equipment. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidders' submission of other than new materials may be cause for the rejection of their bid.
- 9. **NEWS RELEASES BY VENDORS:** As a matter of policy, Lawrence County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Lawrence County.
- 10. **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Lawrence County representative, other than the Purchasing Agent listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 11. <u>SUBMIT QUESTIONS</u>: Prospective bidders may submit questions concerning this solicitation until **2:00 p.m. local time** on **May 21, 2025**. Submit questions as noted in Section I, 1.

## SECTION IV SPECIFICATIONS

Lawrence County Government owns and contracts the operation of a Municipal Solid Waste Transfer Station. The Transfer Station, located at 2126 Baler Drive, Lawrenceburg, Tennessee, is for the purpose of County residents and businesses who are authorized to dispose of their municipal solid waste at this facility.

To make appointment to examine the work being requested please call Gary Wayne Hyde at 931-629-7793 or Solid Waste Main phone number 931-766-0900.

The existing structure is a Bigbee Building. The replacement must meet or exceed the specifications of the existing structure.

## Demolition of current building:

- Remove all wall sheeting on building
- Remove all damaged metal building girts
- Remove all gutters and downspouts

## **Replacement:**

- Replace all damaged metal buildings girts
- Replace all wall sheeting with new 26-gauge R-Panel Sheets
- Replace all gutters and downspouts

## New Install

- Install new 5' projection structural steel frame for backsplash to prevent trash spilling over semitrucks when loading
- Install 3/8" thick or more steel plates on structural steel frame backsplash

## SECTION V INSURANCE

## **EVIDENCE OF INSURANCE**

The Contractor shall maintain in full force and effect Employer's Liability, Workmen's Compensation, Comprehensive and General Public Liability Insurance, Property Damage Insurance, Comprehensive Auto Liability Bodily Injury and Comprehensive Auto Liability Property Damage Insurance.

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall	As required by law
	cover all employees	
Comprehensive & General	\$1,000,000	\$1,000,000
Public Liability		
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability	\$1,000,000	
Bodily Injury		
Comprehensive Auto Liability	\$500,000	
Property Damage		
Excess Umbrella	\$2,000,000	

## NOTE: Contractor shall stipulate any limits lower than those listed.

The Contractor shall upon the full execution of agreement and thereafter upon request, furnish the County evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extend expressly set forth herein.

All policies shall name Lawrence County as additional insured. This coverage shall be reflected on the Certificates of Insurance, which will be provided to the County with any endorsements or riders thereto. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation of material change in the policies to the County.

The Contractor shall either (1) require his subcontractors to procure and to maintain during the life of the subcontract subcontractor's insurance of the type and in the same amounts as specified in the preceding schedule; or (2) insure the activities of subcontractors in Contractor's policy.

## BOND

For each year of the contract, Contractor shall furnish to the County a corporate surety bond as security for performance and covenants and conditions contained in the agreement. The said surety bond shall be in the amount of \$1,000,000. Premiums for said bond shall be paid by the Contractor. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee, and the attorneys in fact who execute said surety bond must file with the bond a certification and effectively dated copy of their Power of Attorney.

## **INDEMNIFICATION**

The Contractor will indemnify and save harmless Lawrence County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of the Contract or a willful or negligent act or omission of Lawrence County, its officers, agents, servants, and employees.

## COMMUNICATION WITH LAWRENCE COUNTY DURING BID PROCESS

Communication with Lawrence County during the bid process shall be with the below listed individual unless otherwise directed:

Lawrence County Office of Accounts and Budgets Attn: Kelly Odom - Purchasing Agent 700 Mahr Avenue, Lawrenceburg, TN 38464 Email: <u>kodom@lawrencecountytn.gov</u>

Scope of services, specifications and requirements for this project may be reviewed at: <u>www.lawrencecountytn.gov</u> or by contacting Purchasing Agent, Kelly Odom at <u>kodom@lawrencecountytn.gov</u>.

To ensure accuracy, all communication with Lawrence County should be via email.

## **BID SCHEDULE**

5/14/25		BID ISSUED
5/21/25	2:00 PM CST	Deadline to Submit Questions
5/28/25	12:00 PM CST	Deadline to Submit Bids
5/28/25	4:30 PM CST	Bid Opening

**BID AWARD:** Bids will be received until Wednesday, May 28, 2025 at 12:00 pm CST. The Bids will then be presented to the Lawrence County Purchasing Committee, on Wednesday, May 28, 2025 at 4:30 pm CST to be publicly opened and read aloud. Bids will then be evaluated by the Lawrence County Purchasing Committee, and Kelly Odom, Lawrence County Purchasing Agent.

#### SECTION V BID FORMAT

#### PART I <u>COVER LETTER</u>

Bidders must provide a cover letter authorizing the submission of the Bid signed by a principal of the company.

#### PART II BIDDERS INFORMATION

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Lawrence County Vendor Number, Copy of Lawrence County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN), Acknowledgement of Addenda (if applicable)

## PART III EXPERIENCE OF ENTITY

Experience of the Firm Experience of the Individuals Performing the Services Capacity to Deliver the Required Services Administrative Capacity with Resumes of key individuals and their Roles

## PART IV MINIMUM REQUIREMENTS

Address how the firm will provide the Minimum Requirements as stated in Section III – Terms and Conditions.

#### PART V LICENSES, AFFIDAVITS and INSURANCE

Bidders much include copies of all Licenses required to perform the work as mentioned both as to individuals working on the project and the firm as a whole (if applicable). Additionally, include the attached Affidavits and Insurance Requirements.



## ATTACHMENT A

## NONCOLLUSION AFFIDAVIT

State of			
County of			
(printed name of per-	son signing Affidavit)	, being first duly sworn, dep	oses and says that:
1. He/She is the	(Owner or Authorized	Partner, Officer, Representative or Agent of Owner)	of
	(legal name of entity	submitting bid or proposal)	

the Offeror that has submitted the attached Qualification;

- 2. He/She is fully informed respecting the preparation and contents of the attached Submittal and of all pertinent circumstances respecting such Qualification;
- 3. Such Submittal is genuine and is not a collusive or sham Submittal;
- 4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Submittal in connection with the Contract for which the attached Submittal has been submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Submittal or of any other Offeror, or to secure through any other Offeror, or to fix any overhead, profit or cost element of the submittal or other submittal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lawrence County, TN or any person interested in the proposed contract: and

(Signature of Affiant)

(title of Affiant)

## ATTACHMENT B

## AFFIDAVIT OF COMPLIANCE WITH

## **IRAN DIVESTMENT ACT**

## TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes, \_\_\_\_\_\_, president or other principal Officer for and

on behalf of \_\_\_\_\_\_, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

(Signature of Affiant)

(title of Affiant)

## **BID FORM**

## Transfer Station Building Improvements Lawrence County Solid Waste Bid No. 052825-03

Price: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Comments:

Submitted By:

Signature	Date	
Company Name	Contact Name	
Address	Phone	
	 Email	