



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

Request for Proposals

For

RFP No. 052825-02

Correctional Mobile Dental Services

RFP Opening
May 28, 2025
4:30 pm CST

Lawrence County Government will receive sealed Proposals for the Correctional Mobile Dental Services. Proposals must be received by **12:00 p.m. on May 28, 2025**. Late Proposals will be neither considered nor returned. The County reserves the right to reject any or all proposals and to award a contract based upon the best value for Lawrence County. This is a request for proposal, not a competitive proposal process.

Proposers assume the risk of the method of delivery chosen. Lawrence County assumes no responsibility for delays caused by any delivery services. Postmarking by the due date will not substitute for actual proposal receipt by Lawrence County. A proposer's failure to submit its proposal package prior to the deadline will cause the proposal to be rejected. Late proposals will not be opened or accepted for evaluation.

Please Deliver Proposals to:

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

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

SECTION I GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to kodom@lawrencecountyttn.gov.
2. **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Proposal closing, unless otherwise indicated in their Proposal.
3. **AWARD:** The result of this Request for Proposal may result in a contractual agreement.
4. **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.
5. **COPIES:** Lawrence County requires that Proposals be submitted as **one (1) marked original and six (6) exact copies**.
6. **DECLARATIVE STATEMENTS:** 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 the proposal being non-responsive and disqualified.
7. **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Lawrence County Government **will not** accept electronically transmitted responses. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.

8. **INCURRED COSTS:** Lawrence County will not be responsible for any costs incurred by the respondents in the preparation and submission of their response. Nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations.
9. **PROPOSAL DELIVERY:** Lawrence County requires all responses 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 responses 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.
10. **SIGNING OF PROPOSALS:** In order to be considered all Proposals must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Proposal document.
11. **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “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 2000et 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.
12. **WAIVING OF INFORMALITIES:** 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

Upon mutual agreement by all parties, Lawrence County shall grant the right to extend the terms conditions, and prices of contract(s) awarded from this RFP to other institutions (such as state or public agencies) who express an interest in participating in any contract that results from this RFP. Each of the “piggyback” institutions will issue their own purchasing documents for purchase of the goods and/or services. Proposer agrees that Lawrence County shall bear no responsibility or liability for any agreements between proposer and the other institution(s) who desires to exercise the option.

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
2. **APPROPRIATION:** 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. **BOOKS AND RECORDS:** 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 its 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.

All records and files of Jail inmates belong to and shall remain the property of Lawrence County Criminal Justice Center.

5. **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
6. **COMPLIANCE WITH ALL LAWS:** Proposer 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. **DEFAULT:** 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.
8. **GOVERNING LAW:** 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.
9. **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Submittals, Award and similar item referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
10. **INDEMNIFICATION-HOLD HARMLESS:** Proposer 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.
11. **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.

12. **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.
13. **IRAN DIVESTMENT ACT:** By submission of this solicitation, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
14. **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.
15. **LIMITATIONS OF LIABILITY:** 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.
16. **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 an interest that 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, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
17. **REMEDIES:** 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.
18. **RIGHT TO INSPECT:** 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.

19. **SEVERABILITY:** 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.
20. **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal 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 Procurement Division.
21. **TERMINATION:** 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.
22. **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 SCOPE OF WORK

Background Information:

Lawrence County Criminal Justice Center is a 261-bed facility located at 240 West Gaines Street, Lawrenceburg, TN 38464.

Dental care provided to inmates is limited to care essential to maintaining their health and include examinations within the facility and referrals to outside dentists when necessary. Dental care provided in accordance with standards prescribed by the American Dental Association (herein after ADA), American Medical Association (herein after AMA), and the Tennessee Department of Corrections (herein after TDOC).

Compensation:

As the Dentist is self-employed and is not an employee of Lawrence County Criminal Justice Center or its fiscal agent, all parties agree that no deductions for withholding taxes will be made and the proposer and his or her employees are not entitled to Lawrence County benefits.

So long as the proposer complies with the provisions of the contract, payment will be made monthly upon receipt of an invoice for services rendered by the proposer. Payment will be made by check from Lawrence County Government.

Lawrence County will issue a 1099 to the vendor at year end.

Proposer Qualifications:

The proposer must be qualified, licensed and adequately insured to include medical/dental malpractice insurance. Dentists and staff providing services at the facility must maintain copies of current licenses at the Lawrence County Criminal Justice Center. Proposers must have a minimum

of five (5) years' experience in providing similar services. They must be insured and possess all federal, state, and local licenses and certifications that apply.

The Proposer agrees to provide the services listed below, under these terms and conditions:

- A. Serve as dentist for the Lawrence County Criminal Justice Center and principal advisor to the Jail administrator on all inmate dental care matters.
- B. Recommend dental policies and procedures as may be necessary to fully comply with State of Tennessee laws and regulations as well as applicable standards adopted by ADA, AMA and TDOC.
- C. In coordination with the Lawrence County Criminal Justice Center's Medical Department, schedule a minimum of eight (8) hours **one (1) time per month** in the Lawrence County Criminal Justice Center to conduct routine dental examinations and perform uncomplicated, essential dental procedures. **If the need arises to cancel the date agreed upon, a 72-hour notice must be given.**
- D. Provide other services as may be necessary to assure proper dental care of inmates in accordance with applicable laws, regulations, ADA, AMA, and TDOC standards of care.
- E. Treat, or refer for treatment, those inmates whose dental conditions, if left untreated will be seriously detrimental to the inmate's health. Treatment is not limited to extractions.
- F. During periods of non-availability, ensure the continuation of contracted services through a substitute Dentist, licensed by the State of Tennessee. Reimbursement of the substitute shall be the Dentist's responsibility.
- G. Appear on behalf of the Jail Administrator or members of the Lawrence County Criminal Justice Center staff in cases involving litigation against the Lawrence County Criminal Justice Center or staff related to the scope of services.

Lawrence County Government Shall:

- A. Compensate the proposer the agreed amount for all of the services described in the scope of services sections.
- B. So long as the proposer complies with the provisions of the contract, payment will be made monthly upon receipt of an invoice for services rendered by the proposer. Payment will be made by check from the Lawrence County Government.

SECTION IV CONTRACTUAL OBLIGATIONS:

1. **INTENT:** It is the intent of these specifications to set forth and convey to prospective proposers the general requirements for Correctional Mobile Dental Services desired by Lawrence County Government for the Lawrence County Criminal Justice Center. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

2. **AWARD STATUS:** Lawrence County intends to issue a one-year (1) award. The term of this agreement will begin upon execution of a contract beginning July 1, 2025 and ending June 30, 2025. Upon the mutual agreement of each vendor and Lawrence County, the award may be renewed annually one (1) year at a time, up to a total of five (5) years. Lawrence County reserves the right to purchase these items/services from other sources if the need arises. Upon contract award, the proposer will be notified in writing.
3. **CHANGES AFTER AWARD:** It is possible after award, Lawrence County might change its needs or requirements. Lawrence County reserves the right to add/delete departments and/or services as necessary for the complete and successful operation of Correctional Mobile Dental Services for Lawrence County Criminal Justice Center. Additional departments and locations may be added only after written authorization is given by Lawrence County Procurement. Lawrence County reserves the right to make such changes after consultation with the vendor(s). Should additional costs arise, Lawrence County reserves the right to consider accepting these charges provided the proposer(s) can document the increased costs.

Lawrence County also reserves the right to accept proposed service changes from the proposer(s) if they will lower the cost to Lawrence County and/or provide improved service.

4. **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Lawrence County and the successful vendor(s). The Contract must be voted on by the Lawrence County Commission and receive a majority vote. The successful vendor(s) may be required to be present at the full Board of Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by Lawrence County Procurement will draft this Contract and no vendor forms (e.g.; Terms and Conditions, service agreements, or other standard company forms) will be accepted as Contract documents or as Contract attachments. Vendors are hereby cautioned that the Lawrence County Executive is the only individual who can legally bind Lawrence County to a contractual agreement.
5. **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Lawrence County account be handled efficiently and professionally.
6. **COOPERATIVE PROCUREMENT:** Vendors are to indicate whether it is permissible for other governmental agencies to purchase these services at the same price.
7. **EVALUATION CRITERIA:** Each proposal will be reviewed and evaluated as to how well it meets the requirements of the RFP and meets the needs of Lawrence County. The evaluation process will not provide credit for any capabilities or advantages the proposed system may have which are not clearly shown in the proposal. This proposal will be evaluated using the following criteria:

Dentist's previous experience providing and directing dental health services in a correctional environment.	25 points
Dentist's experience at achieving and maintaining standards of service and practice as set forth by the AMA, ADA, and the Tennessee TDOC.	30 points
The Offeror's proposer for fulfilling the scope of work	15 points
Responses received from proposer's contract references	10 points
TOTAL	80 points

8. **EVALUATION REVIEW:** Lawrence County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal 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 proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Lawrence County.
9. **EXCEPTIONS TO SPECIFICATIONS:** Proposers taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.
10. **FINANCIALS:** Upon request, Proposers must provide a copy (audited and signed by a certified financial institution) of their financial report for the past three (3) years to the appropriate Lawrence County Government officials.
11. **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance table provided in this RFP (Attachment 4).

Upon the Notification of Intent to Award, the successful vendor(s) will be required to submit a Certificate of Insurance (COI) with the specified coverage and naming Lawrence County as additional insured. It shall be the successful proposer's responsibility to keep a current COI on file with Lawrence County Government at all times.

12. **NEGOTIATION:** Lawrence County may select a successful proposer(s) on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Lawrence County reserves the right to enter into Contract negotiations with the highest-rated proposer, Lawrence County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will

continue until a Contract has been executed or all proposers have been rejected. No proposer shall have any rights against Lawrence County arising from such negotiations.

13. **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.
14. **NO CONTACT POLICY:** After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Lawrence County representative, other than the Purchasing Agent listed herein, concerning this proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
15. **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Lawrence County Purchasing Agent **prior** to the time set for the closing of proposals or unless the County fails to accept within one hundred eighty (180) days after the date fixed for closing the Request for Proposal.
16. **OPEN RECORDS ACTS:** Lawrence County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Lawrence County will comply with all legitimate requests.
17. **PRICING:** Vendors are to quote a firm fixed price for the next twelve (12) months. At renewal time, the vendor(s) may request a price increase. Proof of price increase must be supplied to the Lawrence County Purchasing Agent. Lawrence County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor(s) may:
 - A. Continue with the existing prices;
 - B. Request a lower price increase;
 - C. Not accept the renewal offer.

If a price increase is approved by Lawrence County, the approval notification will be done in writing and the vendor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

Proposers will submit their price on the proposal form provided as Exhibit 1 of this RFP document:

- A. Proposers must include a list of services to be provided and their plan for fulfilling the scope of work.
 - B. A list of exceptions and/or proposed additions to the scope of work, explanation may be included.
 - C. Proposer shall provide a price per day for services listed in the scope of work section of this RFP.
18. **PROPOSAL CONTENT:** The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Lawrence County's needs. The proposal

must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

19. **PROPOSAL EVALUATION:** In evaluating the proposals, Lawrence County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal 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.
20. **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposal's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
21. **PROPOSAL OBLIGATION:** Proposer(s) should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way, affect the equipment/materials/service or cost thereof. Should the proposer find discrepancies in, or omission from the specification of this RFP, he/she should notify the Purchasing Agent and obtain clarification prior to submitting proposals. Only questions answered by formal written Addenda will be binding; oral and other interpretation of classifications will be without legal effect.
22. **QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.
23. **RECORDS:** Contractor will maintain records of products and/or services provided to Lawrence County and make them available on request.
24. **REFERENCES:** Vendors must submit a list of three (3) references with which you have placed this type of service within the past five (5) years. Show the name of the agency or institution, person to contact, their telephone number, their fax number, their email address and the nature and size of the contract. **Do not list Lawrence County Government as a reference.**
25. **REJECTION OF PROPOSALS:** Lawrence County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposals, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Lawrence County for the particular services proposed.
26. **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until 2:00 PM local time on May 21, 2025. Submit questions as noted in Section 1. Questions received after this date and time will not be answered.

27. **TENNESSEE REGISTRATION:** The successful proposer must be registered to do business in the State of Tennessee.

28. **TERMINATION OF CONTRACT:**

Either party can terminate the contract at the end of any month during the contract period, by giving no less than thirty (30) days prior notice in writing to the other party of the intention to terminate the Agreement. Such notice shall be sent via Certified Mail.

The contract for professional dental services may be terminated under the following conditions:

1. By either party at any time prior to the expiration of the contract, upon thirty (30) days written notice to the other party.
2. Upon suspension or revocation of the contractor's license to practice dentistry in the State of Tennessee.
3. Inability of the Dentist to perform according to the provision of the contract.

29. **USAGE:** Lawrence County does not guarantee usage. Under no circumstances should proposers construe any number as guarantee of the cases to be assigned. The number of cases may be higher or lower, depending on need.

COMMUNICATION WITH LAWRENCE COUNTY DURING PROPOSAL PROCESS

Communication with Lawrence County during the proposal 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: kodom@lawrencecountyttn.gov

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

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

RFP SCHEDULE

It is expected that the Collection Services work will begin July 1, 2025 and ending June 30, 2025.

05/14/25	8:00 am CST	RFP Issued
05/21/25	4:00 pm CST	Deadline to Submit Written Questions
05/23/25		Dissemination of Answers to Written Questions
05/28/25	12:00 pm CST	Deadline to Submit Proposals
05/28/25	4:30 pm CST	Purchasing Meeting to open RFP's
TBD (June Special Session)	5:30 pm CST	Award of Contract

Lawrence County reserves the right to make adjustments as needed to the above schedule.

(EXHIBIT 1)

**LAWRENCE COUNTY GOVERNMENT
REQUEST FOR PROPOSAL**

**CORRECTIONAL MOBILE DENTAL SERVICES
RFP #052825-02**

MOBILE DENTAL SERVICES

\$_____ per day

_____ Minimum # of inmates served per day

****Proposer must include a list of services & detail plan to perform the services list above the
Scope of Services section of this RFP****

COMMENTS/ADDITIONAL REQUESTS:

Submitted By:

Signature

Date

Company Name

Contact Name

Phone

Address

Email

PROPOSAL PACKAGE

The sealed proposal package must include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Lawrence County requires that Proposals be submitted as one (1) marked original and six (6) exact copies.
- Proposal must have a letter of interest emphasizing professional qualifications, and experience.
- Evidence of a valid State of Tennessee business license and/or Lawrence County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- Evidence of compliance with Lawrence County's Insurance Requirements, COI submitted.

The package containing the proposal must be sealed and clearly marked on the outside of the package as follows:

**Vendor Name/Contact Email Address
Correctional Mobile Dental Services RFP #052825-02
DO NOT OPEN**

Proposals will be received until Wednesday, May 21, 2025 at 12:00 pm CST. Proposals received after that time will be deemed invalid. Lawrence County is not responsible for delivery from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. The proposals will then be presented to the Lawrence County Purchasing Committee, on Wednesday, May 21, 2025 at 4:30 pm CST to be publicly opened and read aloud. Proposal will then be evaluated by the Lawrence County Purchasing Committee, and Kelly Odom, Lawrence County Purchasing Agent.

Lawrence County will negotiate with the recommended firm its proposed fee for each phase of the project. If the County is not able to reach an acceptable agreement, it will stop negotiations with the first firm and begin negotiations with the second ranked firm, and so on, until the County is able to reach an acceptable agreement.

Vendors must guarantee that all information included in the proposal will remain valid for a period of at least ninety (90) days from the date of proposal opening to allow for evaluation of all proposals.

Lawrence County reserves the right to revise or amend the specifications prior to the date set for opening sealed proposals; the opening date may be postponed if deemed necessary by the Lawrence County Director Accounts & Budgets. Such revisions and amendments, if any, will be announced by written Addenda to the specifications.

Lawrence County is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

INSTRUCTIONS FOR PROPOSAL

A. Responses

1. Proposal must include point-by-point responses to the RFP.
2. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing the proposal.
3. Payment terms must be specified in the proposal, including any discount for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by Lawrence County.
4. Proposal must include a list of exceptions to the specifications, if any.
5. Proposal must include the legal name of the vendor and must be signed by a person legally authorized to bind the vendor to a contract.
6. Other than bonding requirements and business license, any and all proposal requirements must be met prior to submission. Bonding and business license requirements must be met before Lawrence County signs contract.
7. The proposer understands and accepts the non-appropriation of funds provision of Lawrence County.
8. If noted in the section "proposal specifications" or if later requested, the proposer will be required to provide a reference list of clients.
9. Lawrence County is tax exempt. Vendor shall not include taxes in proposal. Vendors making improvements or additions to, or performing repair work on real property for Lawrence County, are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Lawrence County. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents:
 - Valid Tennessee driver's license or photo identification issued by department of safety.

- Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee.
 - U.S. birth certificate.
 - Valid U.S. passport.
 - U.S. certificate of birth aboard (DS-1350 or FS-545).
 - Report of birth abroad of a U.S. citizen (FS-240).
 - Certificate of citizenship (N560 or N561).
 - Certificate of naturalization (N550, N570, or N578).
 - U.S. citizen identification card (I-197 or I-179).
 - Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).
3. If required, a Tennessee business license must be on file in the finance department. Evidence of the license must be provided within ten business days following notification of award. Otherwise, Lawrence County may rescind its acceptance of the proposal.

INSURANCE REQUIREMENTS AND LIABILITY

Each respondent to the RFP who may have employees, contractors, or agents working on Lawrence County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on Lawrence County properties. There will be no exceptions to the insurance requirement. Proposer must indemnify and hold Lawrence County harmless against any claim which might be filed against it. Proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Lawrence County may rescind its acceptance of the proposal.

The vendor shall indemnify Lawrence County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Lawrence County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

CLARIFICATION AND INTERPRETATION OF RFP

The words “must” and “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for the rejection of the proposal. There are other requirements Lawrence County considers important but not mandatory. It is important to respond to a concise manner to each section of this document and submit an itemized list of all exceptions.

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Lawrence County.

In the event that any interested vendor 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 immediately notify Lawrence County, via email at kodom@lawrencecountyttn.gov of such matters.

Unauthorized contact regarding this RFP with employees or officials of Lawrence County other than persons named below may result in disqualification from this procurement process.

Withdrawal or Modification of Proposal may be withdrawn at any time for any reason. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it fully conforms to the same general terms and requirements.

PROCEDURES FOR EVALUATING PROPOSALS AND AWARDING CONTRACT

In comparing the proposals to this RFP and making awards, Lawrence County may consider such factors as the quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price. Lawrence County reserves the right to ask questions of the proposer for clarification of proposal.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.

EVALUATION REVIEW: Lawrence County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests to Lawrence County. Lawrence County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County’s judgement as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s submittal, may also be noted and made a 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 discussion/interviews after the Proposals have closed. The purpose of such discussions/interviews is to provide clarification and/or additional information. These discussions/interviews shall be at no cost to Lawrence County.



ATTACHMENT 1

COMPANY AFFIDAVIT

The affiant states with respect to this bid submittal to Lawrence County, Tennessee:

I (we) hereby certify that if the contract is awarded to our company 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 this company and I have personally reviewed the information contained this bid packet and this bid, 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 bid 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

Title

Email

Company Name

Type of Business organization (Corporation, LLC, partnership, proprietorship) _____

Address

City, State, Zip

ATTACHMENT 2

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)

ATTACHMENT 3

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 judgement rendered against it:
 - 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;
 - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
 - 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 rejection of this proposal or 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.

Company Legal Name

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

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

ATTACHMENT 4



Lawrence County Government INSURANCE CHECKLIST

Vendor understands and agrees to confirm to these insurance requirements if given notice of intent to award this contract. The successful Vendor shall obtain and keep in force for the term of the project, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of an accident or injury to Proposer of any employee or subcontractor of Proposer.

		<u>Coverage Required:</u>	<u>Minimum Limits Required:</u>
✓	1.	Workers' Compensation & Employer's Liability	Statutory Limits \$100,000 per occurrence \$100,000 disease \$500,000 annual aggregate
✓	2.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
✓	3.	Business Auto Liability, Personal Injury	\$1,000,000 combined single limits
✓	4.	Professional Liability	\$1,000,000 per occurrence \$3,000,000 annual aggregate
✓	5.	Excess Umbrella Liability with Contractor's Form, including Excess Employer's Liability Coverage.	\$2,000,000 excess coverage \$2,000,000 for large projects or high risk
✓	7.	Vendor's insurance policy shall be endorsed to show "Lawrence County Government" named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Lawrence County has an insurable interest.	
✓	8.	Cancellation clause on any insurance certificates MUST be amended to read, "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."	

Any deviation from the above requirements shall be disclosed to the Lawrence County Director Accounts & Budget. Coverage specified above shall be written on an "occurrence" coverage form suitable to Lawrence County Government. Complete certified copies on insurance policies shall be provided upon request.

Certificate Holder shall be:

Lawrence County Government
700 Mahr Avenue
Lawrenceburg, TN 38464