



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

ITB No. 100625-01

**Correctional Food Services
Lawrence County Criminal Justice Center**

ITB Opening

10/06/2025

4:30 pm CST

Lawrence County Government is soliciting Bids for **Correctional Food Services** to be provided at the Lawrence County Criminal Justice Center. Bids submitted after 10/06/25 @ 12:00 pm will not be considered. The County reserves the right to reject any or all bids; and not award this project to any bidder. Lawrence County further reserves the right to reject any bid that is determined to be non-responsive. Lawrence County reserves the right to reject the bid of any Bidder who previously has performed unsatisfactorily for Lawrence County or any other governmental agency. This is a request for bid, not a competitive bid process.

Please Deliver Bids to:

ITB #100625-01
Lawrence County Office of Accounts & Budgets
700 Mahr Avenue
Lawrenceburg, Tennessee 38464

The Envelope must show the ITB#, 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. **ADDENDA:** If it becomes necessary to revise any part of this ITB, a written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective bidders. The bidder shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their bid. Bidders shall examine all information and specific requirements contained in this document. Failure to do so shall be at the Contractor's risk.
3. **AGREEMENT:** The entire Agreement between County and Contractor as contained herein and, in any attachments, or exhibits to this Agreement explicitly incorporated into this Agreement by the parties.
4. **AGREEMENT DATE:** The date the contract is made and entered into between Lawrence County and Contractor.
5. **ACCEPTANCE:** Bidders shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Bid closing, unless otherwise indicated in their Bid.
6. **AWARD:** The result of this Invitation to Bid may result in a contractual agreement.

7. **BID DELIVERY:** 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 mail 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.
8. **CONFLICT OF INTEREST:** 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 gifts 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 bid prior to the closing of this solicitation.
9. **COPIES:** Lawrence County requires Bids be submitted as one (1) marked original and six (6) exact copies.
10. **DECLARATIVE STATEMENTS:** Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the bidder must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
11. **ELECTRONIC TRANSMISSION OF BIDS:** Lawrence County Government **will not** accept electronically transmitted bids. Facsimile submission is strictly prohibited. All bids must be mailed or delivered by hand.
12. **INCURRED COSTS:** Lawrence County is not responsible for any costs incurred by the bidders in the preparation of their bid. The bidder shall be responsible for all costs incurred in connection with the preparation and submission of its bid.
13. **PUBLIC INFORMATION:** The bidder understand that any material supplied to the County in submitting this bid may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.
14. **REQUIRED APPROVALS:** The County is not bound by this contract until it is signed by the parties and approved by the appropriate officials in accordance with Tennessee laws and regulations.
15. **SIGNING OF BIDS:** To be considered all Bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the Bid document.

16. **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. The bidder shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The bidder warrants that it complies with the Fair Labor Standard Act Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. The bidder warrants that it does not engage in any illegal employment practices.
17. **WAIVING OF INFORMALITIES:** Lawrence County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Lawrence County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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. **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.
3. **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.
4. **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.
5. **COMPLIANCE WITH ALL LAWS:** 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.

6. **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:
 - a. 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 contractor 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.

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, 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:** 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.

11. **INDEPENDENT CONTRACTOR:** Bidder warrants to be an independent contractor and responsible for its services, and not as the agent of County, in performing the Contract, maintaining complete control over its employees and all its approved subcontractors. Nothing contained in this contract, or any approved subcontract awarded by bidder shall create any contractual relationship between any such subcontractor and County. Bidder shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional currently practicing under similar circumstances. The bidder shall review State of Tennessee laws and regulations applicable to its services. The bidder agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

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 offeror and each person signing on behalf of any offeror 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 offeror is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

14. **LICENSURE:** The bidder, its employees and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, regulations, and rules. The respondent shall, upon requires, provide proof of all licenses.

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-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.
17. **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.
18. **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.
19. **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.
20. **SEVERABILITY:** If any terms of this Contract are held invalid or unenforceable as a matter of law, the other terms shall not be affected and shall remain in full force and effect. The terms in this ITB and contract are declared severable.
21. **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.
22. **TAXES:** County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
23. **TERMINATION FOR CAUSE:** If the bidder fails to perform its obligations under this contract, or if the bidder violates any terms of the contract the County has the right to immediately terminate this contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the County's right to terminate the Contract for cause, the Contractor shall not be relieved of liability the County for damages sustained by any breach of this contract by the bidder.
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.
25. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received prior to the time fixed for bid opening. After bids have been opened, bids must remain open for acceptance for sixty (60) days.

SECTION III SCOPE OF WORK

PROJECT OVERVIEW

Lawrence County is soliciting bids for Correctional Food Services to be provided at the Lawrence County Criminal Justice Center located at 240 West Gaines Street, Lawrenceburg, TN 38464. The bidder will provide meals for inmates located at the Criminal Justice Center which shall include the furnishing of nutritious, wholesome and palatable food. Meals shall meet all nutritional standards imposed by the U.S. Bureau of Prisons, the American Correctional Association Standards and any standards required by federal, state or local laws and regulations.

Information supplied by the County in connection with this ITB relating to existing conditions is furnished only for the information and convenience of the Bidder, and each Bidder should use its own judgment in evaluating and verifying the information supplied.

SECTION IV RESPONSIBILITIES OF CONTRACTOR

The contractor shall provide, in a good workmanlike manner, the services called for and described herein:

1. **Food Products and Supplies:** Vendor shall purchase and pay for all food products and supply inventory required to furnish the meals provided. The products purchased for use in the meal preparation facilities will remain the property of the vendor.

The vendor shall provide Sample menus, menu substitution plan and an overall plan on providing food service to inmates.

2. **Sanitation:** Vendor will be responsible for cleaning and housekeeping in the food preparation, service, and storage area, and will, on a continuing basis, maintain high standard of sanitation, in accordance with federal, state and local laws and regulations.
3. **Personnel:** Vendor shall provide expert administrative, nutritional, purchasing, equipment consulting, personnel advice and supervision to meet all jail, religious and medical food related requirements. List of job duties for each personnel position and employee training program. **All kitchen preparation and serving personnel will be employees of the vendor.**

Lawrence County retains the right to thoroughly investigate any current or prospective vendor employees assigned to the jail. Such employees must pass a security clearance and submit to activity control by the County. No vendor employee will be permitted to work in the facilities without Divisional Criminal Justice State Clearance. Also, employees assigned to duty on the County's premises will be required to submit to a fingerprint background check and random drug screens. County must be provided with a current list of staff names to keep on file and all staff changes are to be reported immediately. The vendor must submit a copy of employee physical, psychological evaluations and drug screen results to Lawrence County. They must be kept current and on file at the Lawrence County Criminal Justice Center.

4. **Equal Employment Opportunity:** Vendor agrees that it is an equal opportunity employer. Vendor shall maintain compliance with federal and state equal employment laws and regulations and Lawrence County policies.
5. **Health Examinations:** Vendor agrees to require its employees assigned to duty on the County's premises to submit to periodic health examinations at least as frequently and as stringently as required by law, regulation and policy, and to submit satisfactory evidence of compliance with health laws, regulations and policies to the County upon request. Examinations will be at the expense of the vendor.

6. **Statutes:** The County and the vendor shall comply with all federal, state and local laws, statutes, lawful ordinances, regulations and requirements applicable to their activities.
7. **Return of Equipment:** Vendor shall return to the County at the expiration of any agreement, the kitchen premises and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees.
8. **License Fees, Permits and Taxes:** The County will not be responsible for any taxes that are imposed on the vendor, including but not limited to sales and use taxes imposed upon goods consumed by the County. Furthermore, vendor cannot claim exemption from taxes for which it is legally responsible by virtue of any exemptions that is provided by the County.
9. **Financial Agreements and Termination:** Vendor shall submit to the County on the first day of every week, for the preceding week, an invoice for inmate meals. The invoice is to be calculated by taking the total number of meals served per meal and multiplying times the corresponding price. The price per meal shall be guaranteed for one year.

Vendor will also provide the following for the price per meal listed:

- a) One (1) Meal Preparation Director or equal, one (1) Cook Supervisor or equal; and an adequate number of Meal Preparation Staff to provide the meals;
- b) Payment of all fringe benefits for the vendor's employees;
- c) Payment of all permit, license and insurance costs;
- d) Uniforms and vendor County tags for all vendor employees;
- e) Purchase of all food products and other supplies required to provide the meals;
- f) Preparation and serving of the approved menu to inmates at the jail.

Cancellation of any agreement may be instituted by either vendor or the County giving written notice a minimum of ninety (90) days prior to the requested termination date.

The term of the contract will begin 11/1/2025 and extend through 10/31/26 with an option to renew annually for periods of one (1) year.

Vendor shall invoice the County on the first day of every week, for the preceding week. The County shall remit payment within thirty (30) days after the receipt of the invoice.

Vendor agrees to make the fullest use of the USDA donated commodities when available, wholesome and appropriate for menu purposes.

The utilization of USDA donated commodities is subject to the following requirements:

- a) Vendor will properly handle, store and prepare any commodities.
- b) A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week.
- c) Vendor will use commodities solely for the benefit of those persons in the facilities.
- d) Vendor shall credit to the County's weekly invoice the USDA market value of each commodity item used for the week, less shipping and handling charges actually incurred.
- e) All commodity records, including inventory, offering forms and commodity receipts, will be kept by the vendor for a period of not less than one (1) year from the close of the fiscal year to which they pertain at the facilities kitchen or at the vendor's office. At the end of the contract period, commodity records will be turned over to the County.

10. **Access and Records**: Vendor shall keep full and accurate accounts of sales and meal count records in connection with the meals covered by an agreement. All such records shall be retained by the vendor for a period of two (2) years, and may be audited by the County at any time during regular working hours.
11. **Conflict of Interest**: Vendor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with its performance of any agreement made. No person having any such interest shall be employed by the vendor. In addition, no officer, agent or employee of the vendor shall participate in any decisions relating to any agreement, which affect his/her personal interest of any corporation, partnership, or association in which he/she is directly interested or has any personal or pecuniary interest.
12. **Quality Control**: Vendor shall provide to the County in advance, a twenty-eight (28) day menu and daily menus for review. Such menus shall be followed without substantial deviation unless agreed to by the County. Such menus shall include, at no extra charge, requested requirements for special diets for religious and medical reasons as approved by the County. Vendor shall keep an adequate amount of food supplies in stock to meet the needs of any incoming inmate with special needs such as diabetes, pregnancy, etc. should there be a need between meals.

Vendor agrees to provide a minimum of 2,500 calories intake per inmate per day unless specified otherwise by medical staff. If any deviations are made from these minimum specifications, please note beside the item with an explanation.

SECTION V COUNTY RESPONSIBILITIES

Lawrence County responsibilities are as follows:

- a) Pest Control: The Criminal Justice Center will be sprayed monthly for pest by the County's contracted pest control company.
- b) Trash Pickup Services: County will insure trash is picked up as necessary by Solid Waste Services.
- c) Telephone Line: The County will maintain landline telephone access for vendor's employees.
- d) Inmate Labor: (Upon Request) The County will supply inmate labor when needed for meal delivery and cleaning ONLY.

SECTION VI CONTRACTUAL OBLIGATIONS

EVIDENCE OF INSURANCE

The 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.

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees	As required by law
Comprehensive & General Public Liability	\$1,000,000	\$2,000,000
Professional Liability	\$1,000,000	\$3,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability Property Damage	\$500,000	
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.

Cancellation clause on any insurance certificates MUST be amended to read, "Should any of the above describe ed policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."

TERM OF CONTRACT

The contract will begin no more than sixty (60) days after approval of the bid by the Commission. The term of the contract shall be for one year with options to renew annually for periods of one (1) year

FORCE MAJEURE

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, the following force majeure events (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; and (f) national or regional emergency; and [(g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and] (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

DEFAULT

Except as otherwise provided, upon any default by either party in the performance of any of the warranties, covenants or conditions of the final contract which default is not cured within thirty (30) days, or such additional times as provided by agreement of the terms of this paragraph, following written notice of default from the non-offending party, the non-offending party may, at its option, and without prejudice as to any other remedy, (1) terminate the agreement as of any date at least thirty (30) days after the last permitted date for cure; (2) cure the default at the expense of the defaulting party if agreeable to both parties; and (3) have

recourse to any other right or remedy to which it may be entitled by law or equity as determined by a court of competent jurisdiction, including, but not limited to, recovery for all damages or loss suffered by reason of the default and any resulting termination. Any waiver of a default by either party shall not be construed as a continuing waiver of the same or any subsequent default. Any default that cannot be cured by the due diligence of the offending party within thirty (30) days following notice of the same may be cured within such additional period of time as is reasonably necessary to effect or compete such cure if the default was occasioned by factors that could not be reasonably expected or foreseen and was not the result of an intentional act or omission of the offending party or for purposes of delay.

PAYMENTS OF PENALTIES AND FINES

All penalties or fines assessed by any regulator against the County due to action by the Contractor relative to activities under the agreement shall be paid by the Contractor whose service it affects at no cost to the County.

INVOICING

The Contractor shall invoice the County on the first day of every week, for the preceding week. The County shall remit payment within thirty (30) days after the receipt of the invoice.

SUBCONTRACTING

Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the County. If such contracts are approved by the County, each subcontract shall contain at a minimum section of this Contract, "Conflicts of Interest," "Nondiscrimination," "Drug Free Workplace," "IRAN Divestment Act," and "Boycott on Israel." The contractor remains responsible for all work performed on any approved subcontract.

SECTION VII BID REQUIREMENTS

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

1. **Deadline for submission**

The bid will be due no later than 12:00 pm on October 6, 2025 to Lawrence County in care of the Purchasing Agent, Accounts and Budgets, 700 Mahr Avenue, Lawrenceburg, TN 38464. Any bid received after this time will be returned unopened. Facsimiles and e-mailed bids will **NOT** be accepted.

2. **Number of Copies Due**

Bids be submitted as one (1) marked original and six (6) exact copies:

3. Bid Contents

A letter of introduction shall briefly describe the services that the company is bidding on and any special exceptions or additions to the service as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

The description of firm should describe the company including at a minimum its location, number of offices, length of time in business, corporate structure, number of employees, organizational chart and relationship to a parent company, if a subsidiary.

The Contractor should be able to prove financial stability by submitting copies of their latest financial statements.

Bids of the firm should provide descriptions of the firms' ability to complete the work as proposed. At a minimum, the bids should include a description of why the firm is qualified to complete the work and describe other entities that the firm is providing similar services for.

Four references should be provided with entity name, contact person, telephone number, address and relationship to the Contractor. **Lawrence County should not be one of those references.**

The Contractors Bid submittal signature form in Appendix 1 shall be completed by the Contractor and signed by a representative capable of binding the company to a contractual obligation.

The Contractors Certified Qualification Statement form attached in Appendix 2 shall be completed by the Contractor.

The Contractor must complete the Fee Bid form provided in Attachment C.

The Contractor must initial each page of the original bid indicating they have read and understand terms set forth in the request. A copy with initials must be submitted with their bid.

4. Company Organizational Chart

SECTION VIII CRITERIA FOR EVALUATION

The bid will be evaluated on the price per inmate.

SECTION IX DISQUALIFICATIONS OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its bid:

- a. Evidence of collusion among Proposed Contractors;
- b. Lack of competency as revealed by financial statements or experience or equipment statements as submitted or other factors;
- c. Lack of responsibility as shown by past performance in previous contracts of a similar size or scope; and/or
- d. Default on a previous contract for failure to perform.

SECTION X SELECTION PROCESS

The Purchasing Committee shall select the Contractor(s) on the basis of the aforementioned factors and may request interviews to discuss in detail the services to be provided. The interview and the information obtained at that time will become binding as the information in the bid and shall also be used to make the final determination of Contractor.

The County reserves the right, at its sole discretion, to select as the preferred Contractor(s), the individual or entity who in the County's judgment, is deemed to be fully qualified and best suited among those submitting bids, taking into account all considerations deemed relevant. The County reserves the right to reject any or all bids **in part or in whole**, to waive informalities, and to reissue any Invitation to Bid and/or cancel the procurement at its discretion. The County will not have any liability or other obligation whatsoever for any costs or expenses incurred by any Contractor in the analysis and preparation of a Bid or for any interviews, meetings, site visits, or other deliberations concerning the same. Final selection will be made by the Lawrence County Purchasing Committee. The final selection may be interviewed to clarify services provided. The Committee will submit the selected bid to the Lawrence County Legislative Body for approval and issuance of the contract.

SECTION XI GENERAL CONDITIONS

VALIDITY OF BID/ACCEPTANCE/CANCELATION

All submitted bids shall be valid for ninety (90) days from the date of the bid opening date and shall contain a statement to this effect. Questions regarding the ITB should be directed in writing to: Kelly Odom, Purchasing Agent, Accounts & Budgets, 700 Mahr Avenue, Lawrenceburg, TN 38464, kodom@lawrencecountyttn.gov. Responses to questions will be communicated back in written form and shared with all interested Contractors. Fees as proposed shall be binding for ninety (90) days. In the event the Contractor fails, neglects or refuses to execute said contract within fourteen (14) days after the receipt of said contract, the

County may at its own option terminate and cancel its actions and obligations, and upon such termination, said agreement shall become null and void and of no effect. The County may subsequently consider other viable bids or solicit new bids. All bids, contract responses, inquiries or correspondence relating to or in reference to this document shall become the property of Lawrence County Government when received. Selection or rejection of any bid does not affect this right. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to provide services, equipment and expertise to perform as requested. Contractors shall furnish the County with all such information and data as may be requested. The County further reserves the right to reject any bid if the evidence or investigation of such bid fails to satisfy the County that the Contractor is properly qualified to carry out the obligations of the contract.

STATEMENT OF QUALIFICATIONS

To be deemed qualified, the Contractor must demonstrate requisite experience, skills, and resources necessary to successfully perform the services required in the Invitation to Bid. Experience in providing correctional food services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the requested services and have had previous experience in requested services.

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
Phone: 931-766-4198
Email: kodom@lawrencecountyttn.gov

A bid will be disqualified if outside communication occurs with county officials other than Kelly Odom. All inquiries must be in writing by email. All questions with answers will be sent to all known bidders.

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.

BID SCHEDULE

09/17/25	8:00 am CST	ITB Issued
09/25/25	12:00 pm CST	Deadline to Submit Questions or Request addition information.
10/06/25	12:00 pm CST	Deadline to Submit Bids
10/06/25	4:30 pm CST	Purchasing Meeting
TBD		Award of Contract at Commission Meeting
11/01/25		Contract Start Date

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

BID AWARD: Bids will be received until 12:00 pm CST on 10/06/25. The bids will then be presented to the Lawrence County Purchasing Committee at 4:30 pm CST on 10/06/25 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 X BID FORMAT

PART I INTRODUCTION LETTER

Respondents must provide a letter of introduction describing the services that the company is bidding on and any special exceptions or additions to the service as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.

PART II RESPONDENTS INFORMATION

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

PART III EXPERIENCE OF ENTITY

Description and Experience of the Firm
Experience of the Individuals Performing the Services
Capacity to Deliver the Required Services

PART IV REFERENCES

Four (4) references should be provided with entity name, contact person, telephone number, address and relationship to the Contractor. **Do not use Lawrence County as one of the references.**

PART V FEE BID FORM

PART VI INITIALED INVITATION TO BID

PART VII CERTIFICATE OF INSURANCE

PART VIII FINANCIAL STATEMENT

PART IX LICENSES

PART X SIGNED AFFIDAVITS



ATTACHMENT A
NONCOLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(printed name of person signing Affidavit)

1. He/She is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

(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)

ATTACHMENT C
Lawrence County Government
Correctional Food Services
Bid #100625-01

BID FORM

Inmate Population

Price Per Meal

94 – Below

95 – 150

151 – 200

201 – 250

251 – 300

301 – Over

COMMENTS:

Submitted By:

Signature

Date

Company Name

Contact Name

Phone

Address

Email

