



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. 100625-03

Collection Services for Solid Waste Accounts

RFP Opening

10/06/25

4:30 pm CST

Lawrence County Government is requesting proposals for **Collection Services for Solid Waste Accounts**. Proposals submitted after 10/06/25 @ 12:00 pm will not be considered. The County reserves the right to reject any or all proposals; and not award this project to any vendor. Lawrence County further reserves the right to reject any proposal that is determined to be non-responsive. Lawrence County reserves the right to reject the proposal of any vendor who previously has performed unsatisfactorily for Lawrence County or any other governmental agency.

Please Deliver Proposals to:

**RFP# 100625-02
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:** Proposers 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 request for proposal 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 of their response.
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

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.
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:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any

manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.

7. **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:** 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:** 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 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. **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 SPECIAL TERMS AND CONDITIONS

1. **INTENT:** It is the intent of these specifications to set forth and convey to prospective proposers the general requirements for Collection Services of Solid Waste Accounts as desired by Lawrence County Government. 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. Upon the mutual agreement of each vendor and Lawrence County, the award may be extended four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Lawrence County reserves the right to purchase these items/services from other sources if the need arises.
3. **BONDING REQUIREMENTS:** The successful contractor(s) shall be required to furnish a surety bond in the amount of fifty thousand dollars (\$50,000). Such bond must be deemed acceptable by the County and furnished upon notification by the appropriate authority and prior to Contract award. The surety bond, furnished by companies licensed to do business in the State of Tennessee, shall be for the initial Contract period, with extensions for each possible Contract renewal period.
4. **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 Collection Services for Lawrence County. 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.

5. **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 if the Vendor(s) will need to attend meeting(s). The County Attorney will draft the 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.

6. **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. Lawrence County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Lawrence County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
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:

Proposer and Staffing Qualifications/Experience	30 points
Proposed Cost	40 points
Proposed Services	20 points
References	10 points
TOTAL	100 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:** Offerors 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 5.

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 offeror 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.

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) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.
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 12:00 Noon CST September 25, 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. **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.

SECTION IV SCOPE OF WORK

1. **SCOPE OF WORK:** Lawrence County requests proposals from organizations that are actively engaged in and have extensive experience in collection of unpaid and delinquent accounts. The types of accounts that shall be turned over for **collection are Solid Waste Accounts that** are significantly in arrears. Lawrence County shall determine which accounts are to be assigned to the successful proposer for collection. Lawrence County Government shall forward accounts that remain unpaid for **at least one (1) year old and are over \$50.00 in arrears to** a collection agency selected pursuant to the provisions of the Tennessee Code Annotated (T.C.A.) which the agency shall resort to the proper legal methods of collection.

Agency costs incurred in the collection of said accounts and any interest and penalty charges, allowable by law, shall be included in the amount collected.

2. **PROJECT GOALS:** Proposers shall submit a detailed operational plan which demonstrates an understanding of, and capability to assume responsibility for collection of delinquent accounts for the County. The plan shall provide details of the methods used to maximize successful collections, including initiating and continuing collection attempts within guidelines set forth by Federal and State regulations regarding fair debt collections practices.
3. **PROJECT REQUIREMENTS:**
 - A. A foreign corporation other than a Tennessee corporation which is a party to this contract must possess a certificate of authority from the Tennessee Secretary of State and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Tennessee State Statutes relating to foreign corporations.
 - B. The contractor(s) shall hold an active license for Collection Service Agency issued by the Tennessee Department of Commerce and Insurance.
 - C. The contractor(s) shall maintain a toll-free number for debtors to be able to contact the collection agency.
 - D. In the event of non-renewal of the Contract, the contractor(s) shall discontinue collection action as of the Contract expiration date. All referrals not completed and all monies due but not yet paid over at such time shall be transmitted to the County within fifteen (15) days after Contract expiration date. The contractor(s) shall apprise the County of the current

- status of each referral being returned. Any monies received by the contractor(s) on behalf of the County after the contract termination date shall be forwarded immediately and shall not be subject to collection fees of any kind. A surety bond (see Section 3) shall be requested and shall be released as soon as possible after the County has determined that the contractor(s) has no further liability under the terms of the Contract.
- E. The contractor(s) shall be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent regulations, municipal, county, state and federal laws and assume liability for all applicable taxes.
- F. Contractor shall provide routine, detailed account information to the Court on a monthly basis, including last known address and any other information that will aid in future collections of the account.
- G. Recognizing that the successful performance of the contract is dependent upon favorable response from the users, the contractor(s) shall regularly contact Lawrence County Government to effect adjustments in operations and cooperate at all times to maintain maximum efficiency and good public relations.
- H. The contractor(s) shall not engage the services of any person employed by Lawrence County Government.
- I. **The contractor(s) must be authorized to, and be capable of, executing garnishments in Tennessee.**

4. TECHNICAL SPECIFICATIONS

- A. The contractor(s) shall accept accounts placed by the County under terms of this agreement and shall use its best efforts to collect said accounts utilizing means legal, necessary and proper.
- B. The County shall compile and provide to awarded vendor(s) information needed for collection. Further, the County shall make its own efforts at collection and written demands prior to turnover and shall inform the debtor of the consequences of his/her failure to make payments.
- C. The successful contractor(s) will be required to submit to the County regular monthly remittances and Summary Reports no later than fifteen (15) days following the month of collection. Summary Reports shall provide a minimum, the following information showing collections activity by account name and number:

Monthly Account Placement Status Report

- Open placements at the beginning of the month
- New referrals by the County during the month
- Placements collected in full during the month
- Placements returned to the County
- Open placements at the end of the month

Monthly Collection Report

- Amount Received
- Amount of interest accrued
- Amount of collection cost retained
- Amount due to County including accrued interest
- Balance of amount to be collected
- Amount of monies collected by the County and percentage and/or fee owed to the Contractor

Proposers must provide sample Summary Reports in Section V, TAB VI.

- D.** The contractor(s) shall not initiate legal proceedings on an account without prior authorization by Lawrence County Government. All attorney fees, court costs and other expenses incurred with legal collection proceedings authorized the County shall be borne by the Contractor(s).
- E.** Accounts may not be compromised and/or settled by the contractor(s) except pursuant to specific written approval from the County on a case-by-case basis.
- F.** At the County's request, and without fee or penalty to the County or debtor, vendor(s) shall suspend action on any account, either temporarily or permanently, and/or return said accounts to County.
- G.** The County shall not pay any fee based upon a collection resulting from a County-initiated collection action which shall include, but not necessarily be limited to, garnishment, levy or certification.
- H.** Contractor(s) shall be entitled to a collection fee if payments are made as a result of the contractor's efforts by garnishment, levy or lien.
- I.** In the event an account is reduced or canceled by Lawrence County, no collection fee shall be due the contractor(s) for the amount of reductions or cancellations.
- J.** Any amounts received by the contractor(s) that are in excess of that which is due and payable are overpayments and shall be forwarded to the County in full with an explanation that the amount is an overpayment. The contractor(s) shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.
- K.** Contractor(s), with County's authorization specified in this agreement, shall endorse "For Deposit Only" all payments to County which are made out to contractor(s).
- L.** Records developed as a result of an agreement are County records and subject to access, scheduling, audit and disposition approved by the County. The contractor(s) shall not, without written authorization by the County, disclose publicly said records. The contractor(s) understands that the information obtained in the performance of this agreement is confidential and may only be shared with the designated employees of the County personnel on a need-to-know basis only.

- M.** Contractor(s) acknowledges the privacy rights of debtors and shall act in full compliance with all federal and state privacy laws when releasing information concerning debtor to any credit bureau.
- N.** In addition to the insurance requirements listed on the attachment, the Contractor(s) will carry Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- O.** The Contractor(s) shall be a member of the American Collectors Association.
- P.** The Contractor(s) shall follow the applicable provisions of federal, state and local laws specific to collections operations in local school's systems.

5. ACCOUNTING, REMITTANCES AND PAYMENTS

- A.** The Contractor(s) shall maintain complete and accurate records of collection service transactions in accordance with generally accepted accounting principle and shall keep in a safe place all such financial records and statements pertaining to the collection agency services operations for the County for a period of three (3) years from the final payment under this agreement.
- B.** The Contractor's accounting control and records of reported collection services shall be used as the basis to verify charges payable to the contractor(s).
- C.** All records pertaining to the operations of this collection agency service shall be open for inspection and/or audit by the County at any or all reasonable times.
- D.** On request of the County, the Contractor(s) shall meet with the County and review each invoice, explain charges, discuss problems, and mutually agree on courses of action which may be required to provide improved control and/or service.
- E.** The Contractor(s) shall remit all collections and accrued interest, including those made the last day of the monthly reporting period, to the County by the 15th day after the end of the monthly reporting period. If separate reporting is desirable for second placement accounts, the remittance and reporting period shall be as directed by the County and may be other than indicated above.

6. PROPOSED SERVICES:

It is the purpose of this Request for Proposal to obtain complete data from each contractor to enable the County to determine which contractor can best serve all of the criteria which are to be considered in the award of a Contract. To this end, each contractor shall furnish a complete description of capabilities in the field of collection agency service operations as part of the proposal package. Included shall be the following:

- A.** Name and address of operating company.

- B. History of your agency, key members of management/collection team, including the makeup of the agency and any experience with municipal or county accounts.
- C. Provide a list of geographic territories in which your agency has collections.
- D. The duration and extent of service experience.
- E. Include three (3) references as detailed in Section III as evidence of the contractor's ability to work with other governmental units from past or present experience. A list including phone numbers, fax numbers, addresses, and email addresses of contracts of other governmental units for whom the contractor presently collects shall accompany the proposal. If none, so indicate.
- F. Please specify your calling hour practices, (e.g. 7:00 am until 9:00 pm)
- G. The designation of two (2) individuals of your agency who shall be responsible for the account of the County as detailed in Section III. (It is expected that although many company branches may process accounts for the County, two (2) individuals shall be available for contact in the event of any problems with the operation of the agreement.)
- H. An overview of the collection systems utilized by the contractor in respect to the following conditions:
 - 1. The extent to which collection attempts shall be made based on the dollar value of the account and the type of attempt that shall be made (e.g. collection letter, telephone contacts, litigation). Method of documenting collection attempts.
 - 2. Detailed samples of the kinds of reports provided to clients. If none, so indicate.
- I. The County must be able to access account information via the internet.
- J. Whether litigation capability exists within the contractor's company or whether litigation is to be handled on a referral basis. The proposal shall provide information illustrating the procedures normally employed by the company's attorney(s) in the collection process. Litigation procedures are subject to approval by the County attorney and the Clerk.
- K. **Proposers must report to one of the major national firms.** Please specify what national credit reporting repositories your organization reports unpaid accounts to.
- L. Please specify your organization's policy or procedures on complaint handling.
- M. Sample of all forms/correspondence to be used for collection. The Itemized Fee Schedule is required for the full servicing of the accounts, including litigation. This fee structure should take into consideration the probability that the value of accounts ranges upwards from fifty dollars (\$50.00). If the fee depends on volume or value of the accounts, the procedures for determining such fee must be provided, and shall be in accordance with Tennessee Code Annotated (T.C.A.) §40-24-105.

- N.** Sample of an itemized invoice.
- O.** A statement furnishing the name of insurance carrier and liability limited. The County will require being named additional insured during the duration of the Contract.
- P.** Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- Q.** Is your company currently under consideration for a merger. If so, please elaborate including with whom and timeframe.
- R.** Has your company ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- S.** Such other information including any unique services offered as the contractor deems pertinent for consideration by the County.
- T.** The contractors shall furnish and include the above data with the Proposal. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or cancellation of resulting Contract.
- U.** The contractor(s) shall be required to introduce themselves at any public meetings if requested.

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 within sixty (60) days of awarded contract.

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

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

SECTION V: PROPOSAL PACKAGE

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

TAB I SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB II PROPOSER INFORMATION

Company Name, address, and telephone/fax numbers

Proposer's e-mail address

Contact name(s) and telephone number(s)

Lawrence County Business License (if applicable)

Registration to do business in the State of Tennessee

Employer Identification Number (EIN)

Company History

Will you accept Electronic Commerce Cards as payments?

Financials as detailed in Section III

Copy of license for Collection Service Agency issued by the Tennessee Department of Commerce and Insurance as detailed in Section IV

Copy of your member's certificate of the American Collectors Association as detailed in Section IV

Copy of all applicable licenses

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposers are to acknowledge receipt of any addendum(s) for this proposal.

TAB IV PROPOSER AND STAFFING QUALIFICATIONS/EXPERIENCE

Proposers are to detail, in narrative form, the Company's experience relating to the services requested in this RFP. Proposers shall also detail the staff that will be associated with the delivery of services for Lawrence County's accounts. Please include resumes, professional certifications and licenses and all relevant information with the proposal. Proposers must provide number of years of experience in providing the required products and/or services and furnish a statement on the extent of any corporate extension. Failure to include this information may be just cause for rejection of proposal. Proposers should detail any and all experience providing this service in the State of Tennessee.

TAB V PROPOSED COSTS

Provide an Itemized Fee Schedule for full servicing of the accounts, including litigation as detailed in Section IV. The procedures for determining the fee must be provided if the fee depends on the volume or value of the account(s). Please list the cost of the Surety Bond, as detailed in Section III, separately.

The proposer understands and accepts the non-appropriation of funds provision of Lawrence County. Lawrence County is tax exempt.

TAB VI PROPOSED SERVICES

In narrative form, describe the detailed operational plan and address the criteria listed in Section IV. Include a preliminary work plan, timetable, and project management plan. Also, include any alternative innovative approaches to achieving the requirements.

Proposers are to describe the support and maintenance plan they plan to implement with Lawrence County Government. This includes, but is not limited to, on-site and off-site support.

Provide sample Summary Reports in this Section.

Proposal must include a list of exceptions to the specifications, if any.

TAB VII REFERENCES

Include company background information and three (3) agencies for references with whom you have provided these services within the past five (5) years. Show the name of the agency or institution, person to contact, their telephone number, their fax number, and their current email address. **Lawrence County Government may not be used as a reference.**

TAB VIII AFFIDAVITS AND CHECKLISTS

Proposers are to provide Lawrence County Government Insurance Certificate.

ADDITIONAL INFORMATION

Proposers may submit additional information regarding their Company and the services they offer. Proposes may include advertisements, letters of recommendation, awards, etc.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

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

**Vendor Name/Contact Email Address
COLLECTION SERVICES FOR SOLID WASTE ACCOUNTS
DO NOT OPEN**

Proposals will be received until Monday, October 6, 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 Monday, October 6, 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.

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

Samples of items, when called form, must be furnished free of expense and, if not destroyed, will, upon proposer's request within ten (10) days of RFP opening, be returned at the proposer's expense. Each

sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number, and item reference.

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.

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. All questions must be received a minimum of five days before proposal's "deadline."

Unauthorized contact regarding this RFP with employees or officials of Lawrence County other than Lawrence County Purchasing Agent 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

RFP SHEET/CONTACT INFORMATION/CERTIFICATION BY VENDOR

Company Legal Name: _____

Company Official Address: _____

Company Website: _____

Company Phone: _____

Date: _____ Proposal Valid Thru Date: _____

Proposal Number/Title: Lawrence County Government Collection Services

Deadline: 10/06/2025 @ 12:00 pm

Proposal Amount: Fill out, if applicable (for multiple years)

Price List included: _____ Yes _____ No

Year	Amount

Contact person for project administration:

Name: _____ Phone: _____

Email: _____

CERTIFICATION BY VENDOR

I, the undersigned, certify that on behalf of vendor, I am authorized to attest and obligate the above certification and to legally bind vendor to these terms, conditions, and obligations.

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

ATTACHMENT 2

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 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

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Company Legal Name:	
Federal Employer Identification Number (or Social Security Number):	

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

ATTACHMENT 5



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 Finance Director. 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