

**CITY OF FAYETTEVILLE &
LINCOLN COUNTY, TENNESSEE**

REQUEST FOR PROPOSALS

**FOR RECYCLING CENTER MANAGEMENT &
OPERATIONS SERVICES**

FEBRUARY 22, 2019

I. Purpose, Background, and Scope of Service

A. Purpose of Request for Proposal

The City of Fayetteville and Lincoln County Tennessee are soliciting proposals from qualified firms interested in providing management and operational services for the City/County (hereafter "Owners") Recycling Center located at 705 Main Street South, Fayetteville TN.

B. Background

The recycling center serves all residents of Lincoln County, TN. Until recently, Keep Fayetteville Lincoln County Beautiful (KFLCB) operated the center until decreased prices in the commodities market led to temporary closure of the Recycling Center. Then Owners approved for Richardson Waste Removal to temporarily operate the Recycling Center.

Lincoln County delivers recyclables to the Recycling Center facility from the county's Flintville and Taft convenience centers. Materials quantity information is not available. The county reports that one trailer of cardboard each week was collected at Flintville and Taft; every two weeks a blue sectional trailer of plastic bottles and a black sectional trailer half full of paper and half full of cans was collected at each the Flintville and Taft convenience centers and then delivered to the Recycling Center.

The Recycling Center currently incorporates a drop-off recycling system where citizens may drop-off recyclables directly at any time. The Recycling Center uses separate bins for collection of different types of plastic, paper, newspapers, magazines, books, aluminum cans, steel food cans, electronics and cardboard. KFLCB supplied the following information for calendar year 2018:

Plastic	108.8 tons
Cardboard/Paper	327.4 tons
Metal	14.3 tons
Electronics	6.0 tons

C. Intent

The Owners' intent and the requirements of this RFP are to provide citizens with continued recycling services at the best price and with the

highest quality. The specifications contained within this RFP document are designed to establish an effective, efficient, uniform and safe system of Recycling Services that provide the following intended purposes:

1. Establish and maintain a continuous and uniform level of Recycling Services in order to assure protection of the health, safety and welfare of City and County residents.
2. Provide Recycling Services in a coordinated manner that will improve current Recycling Services while minimizing impacts to service costs. To this end, the owners have tried to provide as much information as possible to all prospective Proposers in order to allow them to compute fair and reasonable quotes. However, it is the sole responsibility of the Proposer to independently investigate, to calculate and to be responsible for the price quoted.

D. Scope of Services

The Owners own the recycling property, buildings, equipment and retain responsibility for utilities and property maintenance. The Owners retain the responsibility of equipment repair/replacement. An equipment list is shown in Attachment 1.

The selected firm will be required to provide services including, but not limited to, the following:

1. Provide management and operations of the Recycling Service Center located at 705 Main St. South, Fayetteville, TN.
2. Manning the recycling center from 8:00 a.m. to 4:00 p.m. Monday – Friday and from 8:00 – noon on Saturday.
3. Be responsible for safely and legally separating, processing, baling, and disposing of the collected materials for recycling.
4. Scheduling pickup of commodities by recyclers.
5. Providing monthly data reports on products and quantities recycled.
6. Keeping the facility organized, neat and clean.

II. Proposal Requirements

A. Proposal Format

In addition to other items specified below, all RFP's are limited to a maximum of 20 pages. This page limit does not include the cover letter.

1. Cover Letter

Each response should include a cover letter no longer than two pages, signed by an officer of your firm, indicating that the response is valid for 90 days and that the officer is legally able to contractually bind your firm. The cover letter should summarize your proposal's key points.

2. Required Affidavits

Affidavits A through F - Non Collusion Affidavit, Child Crime Affidavit, Drug-Free Workplace Affidavit, Prohibition of Illegal Immigrants Compliance Affidavit, Iran Divestment Act, Assurance of Compliance under Title VI of the Civil Rights Act of 1964 – are attached and must be completed by all firms responding to this RFP.

3. Firm Qualifications

- a. Provide information describing your firm's financial condition.
- b. Describe any relevant changes in your firm within the past year, or anticipated changes, that may affect your capability to perform the services being requested.
- c. Provide information regarding your firm's background and experience in providing these services.
- d. Please provide 3 references (commercial or governmental) where your firm has provided similar services.

4. Staffing Plan

- a. Indicate the names, titles, roles, locations, phone numbers, fax numbers and e-mail addresses, of each member of the team that will be designated to work on this project for your company. Indicate which person and position will serve as the day-to-day contact for the Owners. Provide brief resumes of the listed

person(s).

- b. Provide the location, address, and contact information for the office that will provide the services to the Owners.

5. Firm Approach

- a. Discuss how your firm will provide the services to be performed. The Owners welcome and will consider creative and innovative alternatives when those methods can be shown to provide cost savings and/or overall improvements in the current recycling system and/or customer service.
- b. Please indicate the schedule for implementing the program that your firm will use to provide the services to be performed.

6. Cost

The cost basis for management and operation of the recycling center will be on a fixed monthly lump sum basis.

7. Other

Please disclose any conflict or potential conflict of interest that your firm may have concerning this engagement.

B. Submittal Requirements

Six copies of each firm's response shall be submitted to the City of Fayetteville City Purchasing Agent no later than 2:00 p.m. on April 1, 2019.

City of Fayetteville – Recycling Center – RFP for 2019

Attn: City Purchasing Agent
City of Fayetteville
110 Elk Avenue South
Fayetteville/ TN 37334

A Proposer may, without prejudice, withdraw a proposal after it has been deposited with the City, provided written notice is given to the City

Recorder, and provided such notice of withdrawal is received by the City Recorder prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening.

C. Pre-Proposal Conference

The Pre-Proposal Conference will be held at 10:00 a.m., March 25, 2019, at the Recycling Center located at 705 Main Street South, Fayetteville, TN.

NOTE: Attendance at the Pre-Proposal Conference is Mandatory.

Proposers whose designated representative(s) do not attend the Pre-Proposal Conference will not be allowed to continue in this RFP process, and their proposals, if submitted, shall be disqualified.

III. RFP Evaluation, Schedule and Other Matters

A. RFP Evaluations

RFPs will be evaluated based on the following criteria (not listed in any order of importance):

1. Firm's proven ability with similar projects.
2. Expertise of Key personnel to be assigned to the contract.
3. Firm's proven ability to provide innovative, cost-effective service.
4. Firm's proven track record of responsiveness and customer service.
5. Firm's proven track record of quality of performance.
6. Firm's capacity to perform.
7. Firm's cost proposal.

B. Final Ranking and Selection

An Owners' Committee will make a recommendation to negotiate with the responder whose proposal is determined to be the most advantageous to the Owners, considering the Evaluation factors set forth in the RFP. Recommended contract awarded, if any, resulting from this RFP is subject to the approval of the Owners.

C. Presentations

The Owners retain the right to create a shortlist and invite Proposers who make the list to deliver a presentation of its proposal to the Committee. Each presentation will be judged as to its completeness.

D. Negotiations

The Owners retain the right to make an award based on initial proposals without negotiations. Negotiations may be conducted with all responsible Proposers.

E. Schedule

Advertise RFP.....	March 6, 2019
Distribute RFP.....	March 6, 2019
Pre-Proposal Conference.....	March 25, 2019
RFP Deadline.....	April 1, 2019
Submit Recommendation to Owners.....	May 1, 2019
Award Contract.....	June 3, 2019
Start Date for Contractor.....	July 1, 2019

F. Other Matters

1. Changes in the RFP

Proposers must submit questions in writing. Any communication to and from Owners to a Proposer will be transmitted simultaneously to all Proposers along with written questions submitted. Any Proposer who fails to recognize or utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all Proposers.

2. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Owners, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Owners or the Contractor.

3. Receipt of Addenda

The Proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal. Proposer shall also sign and return the cover page of each addendum to the City Recorder via fax to acknowledge receipt.

4. Clarifications

Proposers are notified to examine thoroughly the instructions, specifications and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for any explanation or clarification before submitting their Proposal. All requests for explanation or clarification must be presented to the City in written form.

All inquiries related to this RFP shall be submitted in writing to:

**City of Fayetteville
Attn: Mr. Eddie Plunkett
110 Elk Ave. South
Fayetteville, TN 37334
Phone: (931) 433-6154
Fax: (931) 433-2557
eddiep@fayettevilletn.com**

5. Reservation of Rights

The Owners reserve and hold at their discretion the following rights and options:

- a.** Issue addenda to the Request for Proposals, including extending or otherwise revising the timeline for submittals;
- b.** Withdraw the Request for Proposals;
- c.** Request clarification and/or additional information from the Proposer at any point in the procurement process;
- d.** Execute a Contract or Contracts with one or more Proposers, on the sole basis of the original proposal or any additions to proposal submissions;
- e.** Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the Owners

- f. Reissue the RFP or modify the RFP.

In order to be considered for selection, responses must be received by Fayetteville City Recorder on or before the date and time specified. Firms mailing responses should allow normal mail delivery time to ensure timely receipt by the Owner. Proposals received after the stated time shall not be considered. No fax or electronic transmittals will be accepted.

IV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Owners. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the Owners.

Attachment 1 – Equipment Inventory

Attachment 1 - Equipment Inventory

1	Prepared by Mr. Jim Neale with KFLCB										
2	Assets identified per Finance Department inventory - See spreadsheet with attachments										
3											
4	TYPE	DESCRIPTION	SERIAL #	ADM #	MAN	YR OBT	OBT FROM	COND	LOCATION	TIRES	
5											
6	TRAILER	SECTIONAL						GOOD	REC CTR		
7	TRAILER	SECTIONAL						GOOD	REC CTR		
8	TRAILER	SECT 6' CAGE						GOOD	FRITO LAY		
9	TRAILER	REMOVABLE BINS				2012		GOOD	ELORA	GOOD	
10	TRAILER	REMOVABLE BINS				2012		GOOD	TAFT	GOOD	
11	TRAILER	WIREMESH GRN				2006	KNOXVILLE	FAIR	REC CTR	GOOD	
12	TRAILER	WIREMESH BLK	42284	1		2007	LONE WOLF	FAIR	FLEX	GOOD	
13	TRAILER	WIREMESH BLK	42283	2		2007	LONE WOLF	FAIR	FLEX	GOOD	
14	TRAILER	WIREMESH BLK	46360	3		2013	PATRICK	GOOD	FLEX	GOOD	
15	TRAILER	WIREMESH BLK	46362	4		2013	PATRICK	GOOD	FLEX	GOOD	
16	TRAILER	WIREMESH BLK	46361	5		2013	PATRICK	GOOD	FLEX	GOOD	
17	TRAILER	WIREMESH BLK	46359	6		2013	PATRICK	GOOD	FLEX	GOOD	
18	TRAILER	DUMP				2013	PATRICK	GOOD	REC CTR	GOOD	
19	TRAILER	CARGO GAIL				2011	PATRICK	GOOD	REC CTR	GOOD	
20											
21	TRAILER	WOOD 10X5				2009	JIM NEALE	GOOD	Jail	GOOD	
22											
23	TRAILER	UTILITY, WOOD				2010	JIM NEALE	FAIR	Motlow	FAIR	
24	FK LIFT	PROPANE			MITSU			FAIR	REC CTR	GOOD	
25	BALER	HORIZONTAL				2015		GOOD	REC CTR	GOOD	
26	BALER	HORIZONTAL				2006	KNOXVILLE	GOOD	REC CTR		
27	BALER	VERTICAL, # 2				2008	ADC MIKE	GOOD	REC CTR		
28	BALER	VERTICAL, # 1						GOOD	REC CTR		
29	BALER	VERTICAL BAGS						FAIR	REC CTR		
30	PT JACK	SCALE INCLUDED						FAIR	REC CTR		
31											
32	DUMP HOPPER	MEDIUM GRAY									
33	DUMP HOPPER	MEDIUM GRAY									
34	DUMP HOPPER	MEDIUM GRAY									
35	DUMP HOPPER	MEDIUM GRAY									
36	DUMP HOPPER	MEDIUM GRAY									
37	DUMP HOPPER	MEDIUM GRAY									
38	DUMP HOPPER	SMALL						FAIR			
39	DUMP HOPPER	SMALL						FAIR			
40	DUMP HOPPER	MEDIUM						FAIR			
41	DUMP HOPPER	MEDIUM						FAIR			
42	TRAILER REC SX10		VIN545N1UA18HB008193								
43	TRAILER REC SX10		VIN545N1UA17GB005588								
44	TRAILER REC SX10		VIN545N1UA17GB005501								
45	TRAILER REC SX10										
46	GLASS CRUSHER							POOR			
47											
48											

ATTACHMENT 2

CITY OF FAYETTEVILLE/LINCOLN COUNTY

**CONTRACT FOR
MANAGEMENT AND OPERATION OF THE CITY/COUNTY RECYCLING
CENTER**

THIS CONTRACT, is made and entered into as of _____
(hereinafter called "Contractor") by and between the City of Fayetteville/Lincoln
County, each a municipal corporation of the State of Tennessee, hereinafter
called "OWNERS."

CONTRACT

SECTION 1. TERM OF CONTRACT AND IMPLEMENTATION OF SERVICE

1.1 The Contract shall commence on July 1st, 2019 and end on June 30th, 2024. During the said term, Contractor hereby agrees and covenants for the considerations stated herein, to provide management and operation of the City of Fayetteville/Lincoln County Recycling Center, including all work incidental thereto, in accordance with the specific terms and for the considerations set forth in the following specific documents, all of which are specifically incorporated into this Contract and made a part hereof.

1.2.1 Contractor hereby agrees that the performance of his duties hereunder shall be consistent with and in accordance with the City of Fayetteville and the Lincoln County Municipal Codes and any amendments thereto; provided, however, that no additional duties shall be imposed unilaterally upon Contractor by amendments to said chapter made after the date of this Contract which would increase Contractor's costs of doing business without appropriate modifications to the Contractor's approved rate.

This Contract shall not take effect or be in force until the Contractor's performance bond is approved by the Owners' Attorney(s) and filed with the Fayetteville City Recorder.

SECTION 2. SCOPE OF SERVICES

2.1 GENERAL OPERATING STANDARDS

2.1.1 Supervision

The work embraced in these specifications and subsequent Contract(s) shall be under the supervision of the Owners duly authorized representative.

2.1.2 Company Name

The Contractor shall not use a firm name containing the words "City of Fayetteville or Lincoln County" or any words implying municipal ownership.

2.1.3 Permits

The Contractor shall take out and pay for permits or license required by the City and/or County and any other governmental authorities, which may be required under this Contract. If the Contractor does not obtain all required permits in a reasonable amount of time from notification by the Owners, then Owners shall withhold payment to the Contractor until such permits are obtained.

2.1.4 Safeguarding Public Facilities

The Contractor shall be obligated to protect all public and private facilities whether located on public or private property. If such facilities are damaged by reason of the Contractor's operations, the Contractor shall repair or replace same, or failing to do so promptly as determined by the Owners, the Owners shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor, or alternatively the Owners may deduct such costs from the payment due the Contractor. The Owners shall not be liable for any damage to property or person caused by Contractor.

2.1.5 Liability Insurance

The Contractor shall provide shall provide and maintain in full force and effect during the entire term of the Contract or any renewal thereof a policy of Broad Form Comprehensive General Liability Insurance, naming the Owners, their officers, elected officials, employees and volunteers as Additional Insured's providing for limits of not less than one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) general aggregate.

Original certificates of insurance and an original Additional Insured endorsement naming the Owners, et al, shall be filed with the City Purchasing Agent before commencement of work and shall provide for forty-five (45) days prior written notice to the City of any material change, cancellations or lapse of such policy. A cancellation of Contractors' insurance without replacement, resulting in an uninsured period, is considered a material breach of Contract.

2.1.6 Indemnification

The Contractor shall further indemnify and hold harmless the Owners, their officers, elected officials, employees and volunteers, from and against any and all loss, damage, actions, claims, suits, judgments and liability in connection with loss of life, personal injury and/or damage to property arising from or out of any negligent occurrence, conduct or operation of, or by Contractor in regards to this Contract. Contractor shall also pay all reasonable costs, expenses and Attorney fees that may be incurred or paid by the Owners, their officers, elected officials, employees, and volunteers, in enforcing any and all terms and covenants of the Contract out of any actions caused directly by the Contractor or any of its employees or agents.

2.1.7 Performance Bond

Before the Contract between the Contractor and the Owners shall be valid or binding, the Contractor shall furnish a proper performance bond to be approved by the Owners, conditioned that the Contractor shall faithfully perform all the provisions and terms of the Contract and related documents and pay all laborers, mechanics and subcontractors, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work. The bond shall be signed by the Contractor and the Surety Company. Said bond shall at all times be kept in full force and effect during the term of the Contract and any renewal and extension thereof and shall be in the amount of one hundred thousand (\$100,000) dollars.

2.1.8 Dispute Resolution

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid for under this Contract shall be subject to the decision of the Owners governing bodies or their designee. Any disputes not resolved by the Owners governing bodies shall be resolved under the commercial arbitration rules of the American Arbitration Association (AAA).

2.1.9 Non-Assignability of Contract

The Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, nor shall any

part thereof by subcontracted, without the written prior consent of the Owners first having been obtained.

2.1.10 Contract Negotiations

The Owners shall retain the right to renegotiate the Contract or negotiate Contract amendments based on policy changes, state statutory changes or rule changes in county, state or federal regulations regarding issues, which materially modify the terms and conditions of the Contract and evaluate the effects of recycle commodity market prices not more frequently than once per year.

Either the Owners or the Contractor may request renegotiation of the Contract at any time after the first year, but no more frequently than once per year, based upon the volatility of recycle commodity market prices, changes in the quantity of recyclables collected that materially affect the net cost of the recycling collection program.

In addition, the Contractor agrees to negotiate fairly with the Owners in the event the Owners desire to add additional services to the Contract.

2.1.11 Ownership of Materials

Recyclable Materials shall pass to the Contractor when the materials are delivered to the City/County Recycling Center property.

2.1.12 Contractor to Make Examination

The Contractor shall make his own examination, investigation, and research regarding the proper method of doing the work, and all conditions affecting the work to be done, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that he has satisfied himself by his own investigation and research regarding all such conditions and that his conclusion to enter into the proposed Contract is based upon such investigation and research regarding all such conditions and that his conclusion to enter into the proposed Contract is based upon such investigation and research, and that he shall make no claim against the Owners because of any of the estimates, statements or interpretations made by any officer or agent of the Owners which may prove to be in any respect erroneous.

2.2 EQUIPMENT AND FACILITIES OWNERSHIP

All facilities, equipment and property to be used in the performance of this Contract shall be wholly owned by the Owners.

2.3 EMPLOYEES

All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain employees of the number and skill required constitute a default of the Contract.

The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. All employees shall wear clean apparel and protective gear.

2.4 HOLIDAYS

The contractor will follow the Holiday schedule that is observed by the City of Fayetteville.

2.5 CONTRACTOR TO MAINTAIN ACCURATE RECORDS AND REPORTING REQUIREMENTS

Contractor agrees and covenants to keep accurate and complete records and sufficient information to verify contract compliance. The Contractor will allow the Owners, or their authorized representative or agent, reasonable and adequate access to any and all of said records, data, and/or accounts. The Contractor shall furnish the Owners, upon request, accurate copies or duplicates or other records without charge.

2.6 MATERIAL COLLECTION

2.6.1 Materials

The Contractor shall initially provide the collection of the following household separated materials: 1) Newspapers; 2) Mixed Paper; 3) Plastics (HDPE, LDPE, P.E.T.), Aluminum and other Metal Food and Beverage Containers, scrap metals (ferrous and non-ferrous) excluding automobile and machine parts. The Contractor shall also collect other materials that the Owners and Contractor determine to be recyclable.

2.6.2 Marketing/Disposal

The Contractor shall be responsible for the marketing and sale of recyclable materials collected.

2.6.3 Materials Transport

The Contractor may transport products to market or his/she may have recyclable materials picked up at the Recycling Center by independent recycling product vendors.

2.7 PUBLIC AWARENESS AND EDUCATION

Owners will continue to provide formal public awareness and education services regarding recycling. The Contractor will ensure that all personnel in potential contact with customers be knowledgeable about the program and be able to answer questions from the general public.

2.8 COMPENSATION

2.8.1 Compensation for Services

For and in consideration of the services to be performed by Contractor pursuant to this Contract, Owners agree to make payments to Contractor as follows:

Owners shall pay \$_____ per month

Within seven working days after the first of the month, Contractor shall submit data reports on materials collected and recycled and submit to the Owners for the prior month's services.

After submittal of such reports, Owners will on or about the 15th day of that month, deliver to the Contractor payment in the amount of \$_____

Any future requests for compensation increases may be made not more frequently than once per year and shall be considered by the City and County governing bodies based on justification submitted by the Contractor. All compensation increases shall be subject to approval by the City and County governing bodies.

SECTION 3. TERMINATION

3.1 Breach or Default

The Owners reserve the right to cancel or terminate this Contract at any time in the event the Contractor fails or neglects to perform or adhere to any provisions, terms of this Contract.

Time is of the essence in the performance of this Contract. If this Contract results in litigation between the parties, the prevailing party shall be entitled to judgment for court costs and reasonable attorney fees.

3.2 Insolvency of Contractor - Termination of Contract

Any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of Owners, terminate this Contract.

SECTION 4. NOTICES

All notices required or contemplated by this Contract shall be personally served or mailed (postage pre-paid and return receipt requested), addressed to the parties as follows:

To Owners: 110 Elk Avenue South, Fayetteville City Hall, Fayetteville, TN 37334

To Contractor: _____

SECTION 5. LAW TO GOVERN

This Contract is entered into and is to be performed in the State of Tennessee. City and Contractor agree that the law of the State of Tennessee shall govern the rights, obligation, duties and liabilities of the parties of this Contract and shall govern the interpretation of this contract.

SECTION 6. AMENDMENT

Except as specified above, this Contract may be modified or amended only by a written Contract duly executed hereto by authorized representatives of the Contractor and the Owners.

SECTION 7. ENTIRETY

This Contract and the Exhibits attached hereto contain the entire Contract between the parties as to the matters contained herein. Any oral representation or modifications concerning this Contract shall be of no-force and effect.

SECTION 8. SEVERABILITY

Any provision or part thereof of this Contract held to be unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provisions, or part thereof, with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS THEREOF, the parties have executed this Contract as of the day and year set forth above.

CONTRACTOR_____

By_____

Title_____

CITY OF FAYETTEVILLE, TN

By_____

Title_____

LINCOLN COUNTY, TN

By_____

Title_____

ATTEST:

City

Title_____

County

Title_____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Section A

State of _____

County of _____

_____ being first duly sworn, deposes
and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of McKenzie or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____,
20____

My commission expires: _____

**Child Crime Affidavit
Section B**

State of _____

County of _____

_____ being first duly sworn, deposes
and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following
if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee
or volunteer who is awaiting trial or has been convicted of a felony crime
involving the sexual exploitation of children, sexual offenses involving children or
violent crimes to participate in this Agreement at sites where children may be
present. Failure by the Bidder to comply with this requirement is grounds for
immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____,
20____

My commission expires: _____

DRUG-FREE WORK PLACE AFFIDAVIT

Section C

State of _____

County of _____

_____ being first duly sworn, deposes
and says that:

(1) He/She is a principal officer of _____, the
firm that has submitted the attached Proposal, his or her title being
_____ of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with
respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-
Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et.
seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____,
20____

Title _____

My Commission expires _____

Prohibition of Illegal Immigrants Compliance Affidavit
Section D

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____

Date Executed _____

Printed Name and Title of Person Signing

Notary public:

Subscribed and sworn to me this _____ day of _____ 20____

My commission expires: _____

IRAN DIVESTMENT ACT
Section E

Certification of Non-inclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-106. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the following:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pu](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pu)
[rsuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](#)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this ___ day of ___ 20__

My commission expires: _____

Assurance of Compliance under Title VI of the Civil Rights Act of 1964
Section F

Name of Applicant (hereby referred to as "The Applicant") _____

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of _____, TN, County of _____ TN, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, 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 otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the **Town** and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the _____ (city/county)

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized city/county personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the city/county shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the (city/county). In the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

(Applicant) _____ Date _____
Title _____
Address _____