



WILLIAMSON COUNTY

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April 17, 2018

To Whom It May Concern:

Williamson County is accepting proposals for the purchase and delivery of four leachate storage tanks for the Williamson County landfill, 5750 Pinewood Road, Franklin, TN 37064.

Proposals must be received no later than Wednesday, May 9, 2018, at 2:00 p.m. They must be submitted in a sealed envelope, to the Williamson County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064, The envelope must be labeled as follows: **RFP-Leachate Tanks, May 9, 2018, 2:00 p.m. Outside of envelope must also include firm name. THE SEALED PACKAGE MUST BE LABELED EXACTLY AS SPECIFIED ABOVE.**

The successful proposer will be required to comply with contract, affidavits and insurance requirements.

Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, Drug Free Affidavit* and *Business Tax and License Affidavit*. Please complete these documents and return them with your proposal.

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.**

If you have any questions, please e-mail lesliem@williamson-tn.org. All questions must be submitted in writing by 4:30 p.m. CST on May 3, 2018.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent

**LEACHATE STORAGE TANKS
WILLIAMSON COUNTY LANDFILL**

REQUEST FOR PROPOSALS

I. GENERAL REQUIREMENTS

Written proposals and any subsequent information, including alternatives to be offered, should be submitted to Williamson County Government, 1320 West Main Street, Suite 125, Franklin, TN 37064, prior to May 9, 2018, 2:00 p.m. E-mailed and faxed proposals will not be accepted and, therefore, will not be considered.

The terms “CONTRACTOR” or “BIDDER” in this Request for Proposals refers to the proposing supplier of materials providing a bid submittal (i.e., either the supplier/distributor for the given tank manufacturer or the tank manufacturer itself).

The term “OWNER” in this Request for Proposals refers to Williamson County government.

The term “ENGINEER” in this Request for Proposals refers to Civil & Environmental Consultants, Inc.

Before submitting a proposal, each CONTRACTOR is required to **(a)** examine the Contract documents thoroughly and **(b)** familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work. The CONTRACTOR also has the option and is encouraged to visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the work (site visits must be coordinated with the Williamson County Solid Waste Director at least 24 hours in advance).

Required Contents of Proposals:

- 1. Unit costs and total costs submitted for tanks on the bid sheet provided in Section VII of this Request for Proposals.**
- 2. Agreement to comply with all required submittals as detailed in the specifications in Section II of this Request for Proposals.**
- 3. Provide required signature and date on the bid sheet provided in Section VII of this Request for Proposals.**
- 4. Provide information on the CONTRACTOR’s ability to meet product delivery deadline.**
- 5. Company profile including Contractor’s experience in providing the products in this Request for Proposals along with three client references (with client contact names, phone numbers, and email addresses) where CONTRACTOR has provided similar products for projects of similar size and scope over the past ten (10) years.**

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If the BIDDER's proposal does not include all of the above items, the proposal will be deemed non-responsive and will be rejected. Proposals must adhere to all signatory requirements as instructed in this Request for Proposals.

BIDDERS must mark any information that they consider confidential when the proposal is submitted. However, Williamson County shall have the sole discretion to determine whether the marked information is considered confidential under the Tennessee Open Records Act.

Neither a bid bond nor certified check is required to be submitted with the proposal. Performance or Payment bonds may be required depending on the costs of the project.

Proposals must be completed in ink or by typewriter.

Proposals by a corporation must be executed in the corporate name by the president or a vice president (or other corporate officer) accompanied by evidence of authority to sign.

Proposals by partnership must be executed in the partnership name and signed by a partner whose name/title must appear under the signature.

All names/titles must be typed or printed below the signature.

It is the intention of the Williamson County Solid Waste Management Department to award the Contract for this work to a CONTRACTOR with the skill and financial resources which are fully equal to the task of prosecuting the work in a satisfactory manner. If the CONTRACTOR's proposal is accepted, the CONTRACTOR shall execute the Contract set forth in the Request for Proposals. Terms of the Contract may be revised by Williamson County if it is determined to be in the interest of the County.

Bids must be valid for a minimum of 60 days.

Any Proposals which may include variances from the Contract documents are welcome, but any such variances shall be noted in the proposal in writing. Variances shall not be binding unless accepted by Williamson County.

If the Contract is to be awarded, it will be awarded to the CONTRACTOR whose evaluation by the County indicates that the award will be in the best interest of the County and it is the County's intention to give a Notice of Award prior to May 15, 2018.

If you have any questions regarding the instructions, Statement of Qualifications, Bid Sheet, Delivery Schedule or Contract, please contact Leslie Mitchell, Purchasing Agent, at lesliem@williamson-tn.org. All questions must be received in writing to the email address above.

II. SCOPE OF WORK AND SPECIFICATIONS

The CONTRACTOR's work shall consist of providing materials and labor associated with the purchase and delivery of four leachate storage tanks at Williamson County landfill located at 5750 Pinewood Road, Franklin, TN 37064.

Materials to be provided include the following: Four Fiberglass Reinforced Plastic (FRP) tanks and associated necessary appurtenances at the Williamson County landfill, per the specifications provided with this Request for Proposal.

The CONTRACTOR labor requested for this work involves the delivery and offloading of tanks only. Labor associated with tank installations including surveying, excavation of tank area subgrade, placement of bedding material, construction of secondary containment, and placement of the tanks will be performed by Williamson County or by Others under a separate contract.

Bid specifications have been prepared and are part of this Request for Proposal from the Engineer, Civil & Environmental Consultants, Inc., Kevin B. Wolfe, 615-333-7797 or kwolfe@cecinc.com.

MINIMUM BID SPECIFICATIONS FOR LEACHATE TANKS AND APPURTENANCES

PART 1 PRODUCTS

1.1 General

- A. These specifications present the design, materials, and methods of a particular manufacturer and are intended to furnish a minimum standard of function, design, and quality. Manufacturers/bidders normally engaged in the design, manufacture, and supply of similar equipment are considered acceptable alternates and will be evaluated on their own merit by the Owner and Engineer. However, bids by alternate manufacturers/bidders must clearly indicate, by paragraph, all deviations from this specification.

1.2 References, Codes, and Standards

- A. Tanks and equipment shall be designed, fabricated, inspected, and delivered in accordance with the latest issue of the following standards:
1. American Society of Testing Materials (ASTM).
 - a) D638 Tensile Properties of Plastics
 - b) D883 Standard Definitions of Terms Relating to Plastics
 - c) D1505 Density of Plastics by the Density-Gradient Technique
 - d) D1525 Test Method for Vicat Softening Temperature of Plastics
 - e) D1693 ESCR Specification Thickness 0.125" F50-10% Igepal
 - f) F412 Standard Terminology Relating to Plastic Piping Systems
 2. ANSI Standards: B-16.5, Pipe Flanges and Flanged Fittings
 3. UBC Code: Uniform Building Code, [1997 J Edition]
 4. ARM: Low Temperature Impact Resistance (Falling Dart Test Procedure).
 5. ASTM D3299-10 Standard Specifications for Filament Wound Glass Fiber Reinforced Thermoset Resin Corrosion Resistant Tanks.
 6. UBC Code: Uniform Building Code, [1997 J Edition]
 7. ARM: Low Temperature Impact Resistance (Falling Dart Test Procedure).
 8. ASTM D4097-01 Standard Specification for Contact Molded Glass Fiber Reinforced Thermoset Resin Chemical Resistant Tanks.
- B. Submittals
1. Shop Drawings: Shop drawings shall be submitted to and must be approved by the Engineer prior to the manufacturing of the tanks, including the integrally molded flanged outlet IMFO® tanks. Submit the following as a single complete initial submittal. Sufficient data shall be included to show that the product

conforms to Specification requirements. Provide the following additional information:

2. Integrally molded flanged outlet IMFO® tank and Fitting Material
 - a) Resin Manufacturer Data Sheet
 - b) Fitting Material
 - c) Gasket style and material
 - d) Bolt material
3. Dimensioned Tank Drawings
 - a) Location and orientation of molded in fitting (IMFO®), openings, fittings, accessories, restraints and supports.
 - b) Details of inlet and outlet fittings, manways, flexible connections,
 - c) Calculations shall be stamped and signed by a registered, third party engineer in the State of the installation.
 - 1) Wall thickness. Hoop stress shall be calculated using 600 psi @ 100°F.
 - 2) Tank restraint system. Show seismic and wind criteria.
4. Foam insulation data sheets, as required.
5. Factory Test Report
6. Material, specific gravity rating at 600 psi @ 100 degrees F. design hoop stress.
7. Wall thickness verification.
8. Fitting placement verification
9. Visual inspection
10. Impact test
11. Gel test
12. Hydrostatic test

1.3 Quality Assurance

- A. The tanks shall be supplied by a company who has been regularly engaged in the design and manufacture of process and chemical tanks for over 10 years.
- B. Tanks shall be manufactured from virgin materials.
- C. Tanks shall be designed, manufactured, and tested in accordance with ASME RTP-1 Reinforced Thermoset Plastic Corrosion Resistant Equipment Nonstamped Vessel requirements.

1.4 Fiberglass Reinforced Plastic (FRP) Tanks

- A. Construction of the fiberglass reinforced plastic tanks shall conform to the following requirements:
1. Fiberglass reinforced tanks shall be fabricated by contact molding or filament winding. Contact molded tanks shall be fabricated in accordance with ASTM D4097 Standard Specification for Contact-Molded Glass-Fiber Reinforced Thermoset Resin Chemical-Resistant tanks. Filament wound tanks shall be in accordance with ASTM D3299 Standard Specification for filament-wound Glass-Fiber Reinforced Polyester Chemical-Resistant Tanks and in conformance with applicable ASTM specifications.
 2. Veils, postcures, etc. shall be applied as specified on applicable design drawings.
 3. The tank fabricator shall submit information on the type of resin and the fabrication methods with the shop drawing submittal.
 4. Resin used in the tank manufacture shall be Nuplex Industries' Hetron™ 922 or equal.
 5. The tank shall be fabricated with a one ply "C" glass surface veil and corrosion liner with a minimum thickness of 100 mils.
 6. Exterior surface shall be finished with a translucent protective coating with ultraviolet inhibitors.
 7. Fiberglass reinforced tanks shall comply with the following requirements:
 - a) Filament wound tanks shall be constructed with a 10 to 1 hoop to axial strength ratio. Contact molded tanks shall have a 1 to 1 ratio.
 - b) Each tank shall be constructed of a single resin system.
 - c) Uniform thickness, except where additional thickness must be used for structural purposes. Reinforcing pads shall be provided at nozzles, legs, and other stress locations.
 - d) The laminates shall not show visible voids or dry spots. The laminations shall be in adherence with ASTM D2563-74, Level II Specifications for defects.
 - e) There shall be no evidence of crazing or cracking.
 - f) The resin-to-glass ratio shall be uniform without unsaturated glass. Filament wound laminates shall be 50 to 70% glass. Contact molded laminates shall be 20 to 30% glass.
 - g) The inner surface shall be glass smooth.
 - h) Glass fiber shall not be visible or exposed on outer surface or cut edges.
 - i) A random mat shall be installed to back up the inner layer and to form a labyrinth-type barrier.

- j) The inner layers of the labyrinth shall have a high resin content to give maximum corrosion resistance. Minimum resin content shall be 45 to 50%.
 - k) Flanges used on tanks shall not be press molded. All nozzles and baffles shall be fully gusseted. Nozzles shall have ANSI 150 lb. drillings (manway drillings may be different on filament wound field fabricated tanks). Open top tanks shall have a top rim angle or other reinforcing. Flat bottom tanks shall have tie-down lugs at 90 degrees. Flat bottom tanks shall have minimum knuckle radius of 1-1/2-inches (except for filament wound field fabricated tanks). Manways shall have double shell wall thickness and its width around the manway shall be at least the radius of the manway. Tanks supported through platform or floor shall have support lugs as shown on drawings.
 - l) Bubbler pipes where required shall be 1-inch FRP of the same resin as the tank and constructed in accordance with manufacturer standards.
 - m) No pigment or filler may be used in the fabrication except as required for ultraviolet protection or as specified otherwise in these specifications.
8. Provide Four 10,000 gallon tanks 12' dia x 12' tall tanks. These tanks will hold landfill leachate that has specific gravity similar to water with pH of 7 to 7.8 and temperature ranges from 12 to 25 degrees C.

1.5 Tank Fittings & Piping

- A. Tank fittings shall be according to the fittings shown on the Engineer's Drawings. **Contractor shall directly coordinate with the Engineer to ensure all required fittings are provided.** Refer to Section F on page 8.

Threaded fittings shall use American standard pipe threads. **Tanks shall be insulated** with fittings to be installed at the factory prior to application of the insulation.

- B. Bolted flange fittings shall be constructed of one 150 lb. Flange with ANSI bolt pattern, one flange gasket and stud bolts with gaskets. Stud bolts to have chemical resistant polyethylene injection molded heads and gaskets to provide a sealing surface between the bolt head and the interior tank wall. Stud bolt heads are to be color coded for visual ease of identifying the bolt material by onsite operators. Green- 316 stainless steel, black- titanium, red- alloy c-276, blue- Monel. All materials shall be compatible with chemical service and as indicated in the fitting schedule above. For NSF/ANSI 61 certification, EPDM or VITON GF gaskets shall be supplied.
- C. Down pipes and fill pipes: down pipes and fill pipes shall be supported at 6-ft max intervals. Down pipes and fill pipes shall be PVC or material compatible with the chemical stored.
- D. U-Vents: Each tank must be vented for the material and flow and withdrawal rates expected. Vents should comply with OSHA 1910.106(f)(iii)(2)(iv)(9). U-vents shall be

sized by the tank manufacturer and be furnished complete with insect screen (insect screen lessens the vent capacity by 1/3).

E. All fittings on the 1/3 lower sidewall of tanks with capacities > 1000 gallons shall have 100% virgin PTFE Flexijoint® expansion joint. Expansion joint to have 3 convolutions, stainless steel limit cables, FRP composite flanges and meet the following minimum performance specifications. Galvanized parts will not be accepted.

1. Expansion joints shall meet the following minimum requirements:

- Axial Compression \geq 0.67"
- Axial Extension \geq 0.67"
- Lateral Deflection \geq 0.51"
- Angular Deflection \geq 14°
- Torsional Rotation \geq 4°

F. Fittings

1. Provide 1 -4" conically gusseted flanges for the lower pipe for level equalization.
2. Provide 2 – 3" conically gusseted flanges for level control and overflow (near top of tank)
3. Provide 1 –FRP gooseneck vent
4. Provide 1 – 24" side flanged manway with Cover, EPDM gasket and 304 SS stainless steel fasteners.

G. Tank Accessories

1. RESTRAINT SYSTEM

- a) Each tank shall be furnished with a restraint system designed by the tank fabricator. Metal components to be galvanized, stainless steel, or painted clips, edge softeners, and tension ring with stainless steel or galvanized cables and clamps.
- b) Tank restraint system shall be supplied and the design of the same certified by a Structural Engineer registered in the state of tank installation.

III. PROPOSED AWARD CRITERIA AND SCORING

The successful BIDDER will be chosen based on the following four areas:

- A. Cost- 40 points
- B. Experience and references with similar projects – 25 points
- C. Ability to deliver product within specified time frame – 35 points

IV. REQUIRED PRODUCT DELIVERY SCHEDULE

Delivery of all required products to the Williamson County landfill site as outlined in this Request for Proposals must occur by August 15, 2018. The CONTRACTOR awarded this contract shall be required to deliver and unload all materials included in this Request for Proposals at the Williamson County landfill site at a designated location as directed by the Solid Waste Director.

V. MATERIALS PACKAGING, SHIPPING AND DELIVERY

CONTRACTOR shall be responsible for all required packaging and shipping methods of the tanks and associated components necessary to ensure their complete and undamaged arrival at the landfill site. CONTRACTOR to use approved strapping and equipment rated for the loads encountered.

If any of the tanks arrives at the Williamson County site in a damaged condition, the CONTRACTOR shall replace all of the damaged materials at no cost to Williamson County.

VI. WARRANTY

The CONTRACTOR shall provide a warranty against manufacturing defects of material and workmanship for a period of ten years after the final acceptance of the project by the OWNER. The CONTRACTOR shall replace at no expense to the OWNER any defective tanks or associated appurtenances within the warranty period. The Contractor's warranty shall be in addition to any manufacture's warranty.

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VII. BID SHEET/ DELIVERY AND REQUIRED SUBMITTALS SIGNATURE SECTION

**BID SHEET
WILLIAMSON COUNTY SOLID WASTE DEPARTMENT
LEACHATE STORAGE TANKS AND APPURTENANCES**

ITEM No.	ITEM DESCRIPTION	Quantity	Unit	Unit Cost (\$)	Total Cost \$
1	Leachate Storage Tanks - Four (4)-10,000 gallon FRP Tanks; 12 ft. diameter x 12 ft. height	4	Each		
Total for All Items (Lump Sum)					
Note: 1.	The tanks shall be paid as a lump sum. The Contractor shall provide unit costs per the units requested on this form, and these unit rates will be used as unit pricing should there be an unforeseen scope increase.				

Will CONTRACTOR be able to comply with the required delivery date for all materials? _____

Intended Delivery Date of Materials

Note: Delivery time will be considered as a significant part of the scoring for the award of the contract. If the proposed delivery date given above is on a date that is after the stated, required delivery date as given in this Request for Proposals, CONTRACTOR is to provide the reason for the delay in writing with this bid.

By signing below, the CONTRACTOR agrees to comply with all required submittals to the ENGINEER and OWNER as outlined in the specifications section of Section II of this Request for Proposal, including but not limited to shop drawings and test data submittals.

Signature _____

Date _____

The BIDDER acknowledges receipt of the following addenda:

Addendum # _____ **Date:** _____

Addendum # _____ **Date:** _____

Addendum # _____ **Date:** _____

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Company Name _____

Company Address _____

Remittance Address _____

Printed Name _____

Authorized Signature _____

Email Address _____

Phone _____ **Fax** _____

Date _____

The following are general contract terms contained in similar Williamson County form contracts. The terms contained herein are not to be viewed as an all-inclusive list of terms having the effect of excluding other terms. Williamson County reserves the absolute right to revise, delete or add terms and obligations as the County determines are in its best interest.

Contract for Goods and Services

THIS CONTRACT is made by and between WILLIAMSON COUNTY, TENNESSEE, a Tennessee governmental entity located at 1320 West Main Street, Franklin, Tennessee, 37064, (hereinafter "Williamson County" or "County"), and _____, ("Contractor"), with an office located at _____, for the provision of _____ . County and Contractor mutually agrees as follows:

1. Definitions.

- A. "Construction Site" means the location at the Landfill where the Contractor shall perform the Work.
- B. "Contract" means this document signed by the County and Contractor, the construction plans and specifications provided by the Engineer, the County's Request for Proposal, and all attachments or exhibits included with this Contract at the time of execution or which are explicitly incorporated into this Contract by written agreement of the parties but does not include the Contractor's response to the County's request for proposals.
- C. "Contract Documents" means all documents that have been acknowledged in writing by the parties that relate to the provision of Materials and Work and the satisfaction of the parties obligations contained in this Contract including Contractor's response to the County's request for proposal.
- D. "Contractor's Proposal" means the proposal submitted by Contractor in response to the County's Request for Proposal.
- E. "Department" means the Williamson County Solid Waste Department.
- F. "Director" means the Williamson County Solid Waste Department Director.
- G. "Engineer" means Civil & Environmental Consultants, Inc.
- H. "Final Completion" means that point at which, as certified in writing by Contractor and accepted by Williamson County, the Project is 100% complete and in conformance with this Contract.
- I. "Landfill" means the Williamson County Landfill located at 5750 Pinewood Road, Franklin, Tennessee.
- J. "Leachate" means liquid that has been contaminated by dissolved or suspended materials due to contact with solid waste or the gases generated by solid waste and collected from the Landfill.
- K. "Materials" means tanks and appurtenances.
- L. "Project" means manufacturing and delivery of tanks and appurtenances.
- M. "Request for Proposal" means the County's Request for Proposal for Leachate Storage Tanks Williamson County Landfill Request for Proposal;
- N. "Scope of Work" means the provision of labor, material, transportation, equipment, and all activities relating thereto required to fulfill Contractor's obligations as is more particularly described in the Request for Proposal and the construction plans provided by the Engineer.
- O. "TDEC" means the Tennessee Department of Environment and Conservation, its agents, employees, or representatives.

P. "Work" means the work needed to complete the Project specified in the Scope of Work in the County's Request for Proposal and in accordance with the construction plans and specifications provided by the Engineer.

2. **Interpretation.**

A. In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

1. As between this Contract and the Contractor's Proposal, this Contract shall govern;
2. As between the Request for Proposal and the Contractor's Proposal, the Request for Proposal shall govern; and
3. As between the Contract Documents and any document provided by the Contractor, including, but not limited to, a separate contract, purchase order, or terms or statement, the Contract Documents shall govern.

B. The Scope of Work described or specified in this Contract shall not be deemed to constitute a comprehensive list of Work and specifications having the effect of excluding work not specifically mentioned but needed to fulfill the Contractor's obligations to satisfactorily fulfill the Contractor's duties and responsibilities and achieve Final Completion of the Project.

3. **Term of Contract.** The term of this Contract shall begin on the date this Contract is fully executed by the parties and shall continue until the Contractor's efforts have accomplished Final Completion of the Project or this Contract is terminated as provided for herein.

4. **Representations of the Contractor.** Understanding the County is relying on these representations, the Contractor, by executing this Contract, makes the following express representations to County:

- A. The Contractor has the capability and experience to provide the Work and complete all aspects of the Scope of Work;
- B. The Contractor is fully qualified to act as the Contractor for the provisions of the Work and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as the Contractor to fulfill all Contractor's obligations specified in the Contract Documents;
- C. The Contractor has become familiar with the Landfill and the Construction Site and the local conditions under which the Contractor is to provide the Work;
- D. The Contractor is financially solvent and has sufficient working capital to perform the Work and all other obligations under this Contract;
- E. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or local government;
- F. The Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

G. The Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State or local governments) terminated for cause or default; and

H. Contractor will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its provision of Work and responsibilities, as set forth in this Contract.

5. **Duties and Responsibilities of Contractor.** In addition to any and all other duties, obligations, and responsibilities of the Contractor, the Contractor shall have and perform the following duties, obligations, and responsibilities at Contractor's expense:

- A. The provision, furnishing, and the prompt payment therefor, of labor, supervision, Work, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities required for construction and all necessary building permits and other permits required for the construction of the Project, including any use or similar permit(s) that may be required before the completed Project may be put in use.
- B. The Contractor shall not perform Work without adequate plans and specifications, or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing, or under circumstances that the Contractor should reasonably have known, the Work involves an error or inconsistency with this Contract without first providing written notice to the Engineer, and Williamson County, the Contractor shall be responsible for such Work.
- C. Ensure that all Work strictly conforms to the requirements of the Contract Documents.
- D. The Contractor shall strictly supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- E. Contractor covenants with the County to furnish Contractor's best skill and judgment to a level and in a manner acceptable by other similar contractors or entities providing similar Work or task. Contractor agrees to furnish efficient business administration and superintendence and use Contractor's best efforts in the provision of Work in an expeditious and economical manner consistent with the interests of the County and the terms and obligations of this Contract.
- F. The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the Work and tasks undertaken and that all Work will strictly comply with the requirements of this Contract. Any Work not strictly complying with the requirements of this Contract shall constitute a breach of the Contractor's warranty. Contractor shall bear full responsibility for the acts or inaction of his employees, subcontractors, agents or other individuals providing any part of the Work on behalf of the Contractor.
- G. The Contractor shall comply with all legal requirements applicable to the Work and shall obtain and pay for all required permits, fees, and licenses customarily obtained by a Contractor. Any required permits for sites used for the disposal and/or stockpiling of material must be obtained, and copies must be provided by Contractor to Engineer and Williamson County. The Contractor shall be responsible for any costs of transporting and moving materials to and from the Landfill.
- H. The Contractor shall employ and maintain at the Landfill only competent supervisory personnel. The Contractor shall provide the name, phone number, and other contact information of supervisory personnel who can be reached 24 hours a day in case of emergencies to Engineer and the Williamson County Property Manager. The Contractor shall provide updated information should the name of the responsible supervisory personnel change.
- I. The Contractor shall maintain the Construction Site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Construction Site of all debris, trash, and excess materials or equipment.

- J. The Work shall be completed according to the time requirements defined in this Contract or as provided to Contractor by the Engineer and shall be completed within the specific time constraints applicable to the situation.
- K. If the County determines that the Scope of Work needs to be revised to provide the Work or achieve any obligation or responsibility of Contractor, then the Contractor agrees to revise the Scope of Work at the direction of the Director.

6. Compensation.

- A. County shall pay and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of _____. The Contract Price shall not be modified except by change order as provided for in this Contract or by amounts subject to damages, if applicable.
- B. A detailed invoice shall be submitted by the Contractor to the Department once Final Completion is achieved. The County may request that additional information be included on the Contractor's invoice related to the Work provided.
- C. County shall make all payments within thirty (30) calendar days of receipt of each monthly bill. Neither payment to the Contractor, nor any other act or omission by County shall be interpreted or construed as an acceptance of any Work provided by or on behalf of the Contractor that are not strictly in compliance with this Contract.
- D. In addition to all other rights available to the County, County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all amounts previously paid to the Contractor, at the County's determination, due to:
 - 1. The quality of the Work provided by Contractor not being in accordance with the requirements of this Contract;
 - 2. Loss suffered by the County caused by the provision of Work provided by the Contractor or on behalf of the Contractor; or
 - 3. The Contractor's failure or refusal to perform any of its material obligations set forth in this Contract.
- E. In the event of a dispute, County shall inform Contractor of the disputed amounts, Contractor shall have ten (10) calendar days to provide additional documentation reasonably showing that the disputed amount is a valid charge. County shall review the documentation and provide Contractor a response as to whether the additional documentation or information supports Contractor's claim for payment. Failure to respond within the ten (10) calendar days from receipt of the County's notice of dispute by Contractor shall be deemed Contractor's acceptance of the County's exercise of its rights under Section 6.D.
- F. Contractor understands and agrees that there shall be no additional charges or fees for the performance of the Work or the fulfillment of Contractor's other obligations or responsibilities as set forth in this Contract unless prior written approval is obtained from County prior to the provision of the Work.
- G. County shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to County.

H. Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish County, in the form and manner required by Williamson County, if any, with a copy to the Engineer:

1. An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment, and material suppliers, and other third parties in connection with the Project have been paid or otherwise satisfied;
2. Separate releases of claims or claim waivers from each subcontractor, lower tier subcontractor, laborer, supplier, or other person or entity who has or might have a claim against County or any performance or payment bond;
3. All product warranties, operating manuals, instruction manuals, and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as part of or prior to Project close-out.

7. **Time for Contractor's Performance.**

- A. The Contractor shall order all material needed to commence the performance of the Work ("Commencement of Work"), on _____. Once timely commenced, Contractor shall diligently continue its performance to and until Final Completion of the Project is achieved. The Contractor shall accomplish Final Completion of the Project within _____ calendar days after Commencement of Work. Because time is of the essence and in order to secure this Contract, Contractor acknowledges that failure to deliver the Material to the Landfill within the time specified herein, will result in the County incurring substantial economic damages and/or losses.
- B. Guarantees and equipment warranties required by this Contract shall commence on the date of Final Completion.
- C. All limitations of time set forth herein are material and are of the essence of this Contract.

8. **Change Orders.**

- A. Changes to the Work shall be ordered by change order. To be authorized and implemented, all change orders shall be signed by the Contractor, the County Mayor, and the County Budget Director, prior to the Contractor proceeding with any such changes.
- B. Changes to the Work, may be modified by Williamson County by providing written notification to the Contractor. The Contractor agrees to cooperate in good faith with County to amend the Work for the completion of the Project. Should the change cause an increase in the compensation amount specified in the change order then the change must be evidenced by a completed and signed change order form. To be authorized and implemented, all change orders shall be signed by the Williamson County Mayor. Prior to final payment, a statement shall be prepared by the Contractor and approved by the County Mayor that reflects all changes to the compensation.
- C. ***It is specifically understood and agreed by the parties that the Contractor will not be reimbursed for any Work under this Contract that was not authorized by a completed change order prior to the Work.***

9. **Warranty.**

- A. Contractor warrants that all Work provided under this Contract by the Contractor, its employees, subcontractors, or any other third party shall be consistent with that level of care and skill ordinarily exercised by other similar contractors or entities providing similar Work. The Contractor warrants that all labor furnished by it or any other subcontractor, employees, or third parties under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high quality results, that all materials and equipment provided shall be new and of high quality, that the completed Work will be complete and of high quality, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the

requirements of this Contract shall constitute a breach of the Contractor's warranty and this Contract.

- B. Contractor warrants the Work will be constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of ten (10) years following the date of Final Completion. During the warranty period, Williamson County may, at its option, request that Contractor conduct Work to correct the deficiencies causing the defect in the Work, by providing written notice to Contractor. In that event, Contractor shall conduct the Work or repair or replace the defective material, at Contractor's expense, within ten (10) days of receipt of notice. Exercise of this option shall not relieve Contractor of any liability to Williamson County for damages sustained by virtue of Contractor's breach of the warranty.
- C. These warranties are in addition to all other warranties provided by contract or statutory law.

10. Discovery and Correcting Defective or Incomplete Work.

- A. In the event that the Contractor covers, conceals, or obscures its Work in violation of this Contract or in violation of a directive from Williamson County, such Work shall be uncovered and displayed for Williamson County's inspection upon request and shall be reworked at no cost in time or money to Williamson County.
- B. If any of the Work is covered, concealed, or obscured in a manner not covered by this Section, the Work shall, if directed by County, be uncovered and displayed for County's inspection. If the uncovered Work conforms strictly to the Contract Documents in all aspects, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by Williamson County. Otherwise, such costs shall be borne by the Contractor.
- C. The Contractor shall, at no cost in time or money to Williamson County, correct Work rejected by Williamson County as defective or failing to conform to the Contract Documents. Additionally, the Contractor shall reimburse Williamson County for all testing, inspections, and other expenses incurred as a result of the rejected Work.
- D. Williamson County may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract fee shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming Work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid fee, if any, is insufficient to compensate Williamson County for the acceptance of the defective or nonconforming Work, the Contractor shall, upon written demand from Williamson County, pay Williamson County such remaining compensation for accepting defective or nonconforming Work.

11. Health and Safety.

- A. The Contractor will be solely and completely responsible for the health and safety of all persons, including employees, agents, subcontractors, during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.
- B. Health and safety provisions will conform to the following: U. S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations; and any other regulations as may be cited in the bid document. When any of these are in conflict, the more stringent regulation/requirement will be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned safety provisions will not relieve him/her from his/her responsibility to comply with the safety provisions.
- C. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, the Contractor must promptly report in writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out

of or in connection with the Scope of Work or Work or whether in or adjacent to the property, giving full details.

- D. If a claim is made by anyone against the Contractor on account of any accident or incident of loss, the Contractor will promptly report the facts in writing to Williamson County Government, Risk Management Division, giving full details of the claim.

12. **Engineer.**

- A. Williamson County and the Contractor shall communicate with each other in the first instance through the Engineer.
- B. Contractor shall submit to the Engineer, any needed request for interpretations necessary for the proper execution or progress of the Work.
- C. Contractor shall submit to the Engineer, all requests and recommendations for change orders.
- D. All shop drawings and other submittals shall be submitted to and approved by the Engineer.
- E. The Contractor shall be responsible for making requests to the County and the Engineer for required inspections.
- F. **THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR, UNDER THIS CONTRACT, SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE COUNTY AND THE ENGINEER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO WILLIAMSON COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ENGINEER TO WILLIAMSON COUNTY.**

13. **Termination.**

- A. **Termination - Breach.** Should Contractor fail to fulfill, in a timely and proper manner, its obligations under this Contract or if it should violate any of the terms of this Contract, the County shall provide notice to the Contractor to cure the breach. Contractor shall have ten (10) calendar days to cure the breach. Should Contractor fail to cure the breach within the ten (10) days then the County shall have the right to immediately terminate this Contract. Such termination shall not relieve Contractor of any liability to County for damages sustained by virtue of any breach by Contractor. Contractor may terminate or suspend performance of the Work should the County fail to pay any undisputed amounts within sixty (60) days of receipt of the invoice. Should County pay all late monies that are not disputed by the County and owed to Contractor, then Contractor shall immediately reinitiate the Work.
- B. **Termination - Funding.** Should funding for the Project be discontinued or if the County's legislative body fails to appropriate funds for the Project, this Contract shall terminate on the last day appropriated funds are available
- C. **Termination - Convenience.** County may terminate this Contract for any reason upon thirty (30) days' written notice to Contractor. Contractor may terminate this Contract for any reason upon ninety (90) days' written notice to the County. The ninety (90) days' notice is to permit the County time to rebid the Work. Contractor shall be compensated for the satisfactory provision of the Work that is performed prior to the termination date and required to fulfill Contractor's obligations. County shall not be liable for compensation of any Work that is performed after the termination date, unless otherwise agreed in writing by the parties.

D. Termination – Bankruptcy. County may terminate this Contract if Contractor, or any successor or assignee of Contractor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Contractor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Contractor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

E. Termination – Agreement. The parties may agree in writing to terminate this Contract at anytime.

14. Ethical Standards.

A. It shall be a breach of ethical standards and laws for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

B. It shall also be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with County upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

D. The Contractor affirms that it has not retained anyone in violation of this Section 16. A breach of ethical standards is a material breach of this Contract and could result in civil or criminal sanctions and debarment or suspension from being a contractor or subcontractor under contracts with County.

15. Insurance Requirements.

A. Without limiting its liability under this Contract, the Contractor will procure and maintain at his/her expense during the life of this contract General Liability per occurrence limit of not less than \$ 1,000,000, General Aggregate not less than \$ 2,000,000 and medical expense not less than \$ 5,000 on any one person. Contractor shall also provide umbrella excess liability insurance not less than \$1,000,000 over the primary insurance.

B. The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Contract only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any Work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government

Risk Management. All insurance provided by Contractor and subcontractors in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

16. **Default by Contractor.** County may declare Contractor in default and terminate this Contract at any time and without notice in the event County determines the terms of the Contract have been violated by the Contractor. Such defaults shall include, but are not limited to, Contractor's failure to manufacture and deliver the tanks as required by this Contract within the allotted time period.

17. **Governmental Regulations.** Contractor shall comply with all federal, state and local rules, laws and regulations.

18. **Severability.** If any term or other provision of this Contract is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the purpose or legal substance of the transactions contemplated hereby is not affected.

19. **Indemnification.**

A. Contractor shall indemnify and hold harmless County, its officers, agents and employees from:

- 1) Any claims, damages, costs and attorney fees for injuries, death or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Contract unless caused by the gross negligence of the County;
- 2) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, copyright law, labor laws, and minimum wage laws;
- 3) Any claims, losses, costs, damages, fines, suits, administrative proceedings, judgments, and expenses including reasonable attorneys' and court cost ,which may be asserted, claimed or recovered against or imposed upon Contractor arising out of or in connection with the process of loading, transporting and unloading the Leachate storage tanks and; (i) failure to comply with applicable requirements of any environmental law; (ii) any environmental claims; (iii) the failure of Contractor or any subcontractor to obtain, maintain, or comply with any applicable environmental permit; or (v) the transport, treatment, storage, collection, disposal or arrangement for the disposal of the Leachate; and
- 4) Any claims, damages, penalties, costs and attorney fees arising from any action brought against County by any of Contractor's officers, employees, subcontractors, and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of this Contract, regardless of the cause of such injury unless caused by the gross negligence of the County.

B. County will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

C. Contractor shall pay Williamson County any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

D. This indemnification and hold harmless agreement, and all rights and obligations hereunder shall survive the termination of this Contract.

20. **Resolution by Court of Law; Non-binding Mediation.** Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

21. **Choice of Law/Venue.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be exclusively maintained in the courts of Williamson County, Tennessee.

22. **Assignment.** The provisions of this Contract are not assignable.

23. **Drug Free Work Place.** If applicable, Contractor agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Contractor's compliance.

24. **Employment Practices.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

25. **Employment of Illegal Immigrants.** The Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with County.

26. **Iran Divestment Act.** Effective July 1, 2016, all Contractors performing Work for the County is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq. By execution of this Contract, the Contractor certifies that to the best of its knowledge and belief that the Contractor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

27. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

28. **Tennessee Open Records Act.** Contractor understands that County is subject to the Tennessee Open Records Act and that this may require County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract and any other documentation provided by or on behalf of Contractor. Compliance by County with the Open Records Act shall not be a breach of this Contract. Any data, documents, or other information that is not subject to the Open Records Act and

is marked as confidential shall be considered as confidential information and shall not be released or provided to any third party without the express written permission of the other party.

29. **Attorney Fees.** Contractor agrees that in the event either Party deems it necessary to take legal action to enforce any provisions of this Contract, and in the event County prevails, Contractor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

30. **Modification.** This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

31. **Relationship of the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold itself out in a manner contrary to the terms of this section. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

32. **Notices.**

A. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

1) If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

2) If to Contractor _____

33. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Williamson County. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time, at a location within 50 miles of the Landfill and upon reasonable notice, by the County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

34. **Anti-Deficiency Clause.** Nothing contained in this Contract shall be construed as binding County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this

Contract, or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

35. **Time is of the Essence.** Since the satisfactory provision of the Work is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Work and within the time limitations defined by County. Failure to fully complete the Work within the time limitations shall subject Contractor to reduction of the compensation paid to Contractor. This Section does not limit any other remedy available to County.

36. **Headings.** The headings in this Contract are for convenience and reference and are not intended to define or limit the scope of any provisions of this Contract.

37. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of County government and has been filed in the office of the Williamson County Mayor.

Last Item on Page

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq. ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name/Printed Name of Authorized Officer

Signature of Authorized Officer

STATE OF TENNESSEE
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20____.

Notary Public

My commission expires: _____

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ **County of** _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of the Contractor and is the _____ of Contractor. Affiant states that by Contractor's employment policy, standards, and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

State of _____
County of _____

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ____ day of _____, 2018.

Notary Public

My Commission Expires:

Ethical Standards Affidavit

State of _____

County of _____

Ethical Standards Affidavit. After first being duly sworn according to law, the undersigned (“Affiant”) states that he/she has the legal authority to swear to this on behalf of _____, (“Contractor”); that no part of any other governmental monies provided for the Work or products contemplated in this Contract which was received from the State of Tennessee or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as a Contractor, officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any Work or Work contemplated or performed relative to this Contract. Affiant and Contractor further swear that no Federal, State, or County appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any Federal, State, or County contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal, State or County contract, grant, loan, or cooperative Contract.

Affiant

By : _____

Title: _____

State of _____
County of _____

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ____ day of _____, 2018.

Notary Public

My Commission Expires:

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of 5 or more employees contracting with Williamson County Government to provide construction Work, hereby states under oath as follows:

1. The undersigned is a principal officer of _____, (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The company submits this Affidavit pursuant to *Tenn. Code Ann. § 50-9-113*, which requires each employer with no less than 5 employees receiving pay who contracts with the state or any local government to provide construction Work to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of *Tennessee Code Annotated*.
3. The company is in compliance with *Tenn. Code Ann. § 50-9-113*.

Further affiant sayeth not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2018.

Notary Public

My commission expires:

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME: _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER: _____

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

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that the Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

The Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of Work in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of the Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

State of _____
County of _____

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in Franklin, Tennessee, this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or Work by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____