



WILLIAMSON COUNTY GOVERNMENT

August 1, 2019

To Whom It May Concern:

Williamson County is accepting bids for two (2) dump trucks for the Highway Department. Minimum bid specifications are enclosed. Please note any exceptions to the bid.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened August 27, 2019, 2:00 p.m. Bids should be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **Bid – Two (2) Dump Trucks, Highway Department, August 27, 2019. Envelope must also include bidder's company name. PLEASE NOTE: IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

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.** No bid shall be accepted by FAX machine or e-mail.

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

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 August 21, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent



**MINIMUM BID SPECIFICATIONS
FOR (2) DUMP TRUCKS, TANDEM AXLE, CONVENTIONAL CAB AND
CHASSIS WITH 16FT. DUMP BODY FOR
WILLIAMSON COUNTY HIGHWAY DEPARTMENT**

GENERAL

These trucks shall be new, unused, current year manufactured tandem axle dump trucks. This is manufacturer's latest design and production, complete, serviced, ready for work, and includes all standard equipment as shown in the manufacturer's printed literature. Units furnished to this specification shall meet or exceed all requirements herein (see attachments). Price shall include delivery to the Williamson County garage at 302 Beasley Dr, Franklin, TN 37064.

Use of specific names or numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to the uses of the Williamson County Highway Department.

BID PRICE

The bid price shall include all destination charges, delivery charges, rebates and all other applicable costs and refunds.

MANUALS

Units shall be provided with two (2) copies of the operator's manual, two (2) copies of the maintenance and repair manual, and two (2) copies of the current parts manual. They should also be delivered with (2) extra sets of keys. Units will not be accepted for delivery until manuals as outlined above are received by the purchaser.

WARRANTY

Bidders shall submit a copy of all the manufacturer's warranties along with a complete explanation of the warranty with their bid. Warranty shall include service response time of maximum of 36 hours within notification by the Williamson County Highway Department.

DELIVERY

Upon award of bid, vehicles shall be delivered within 120 days.

WILLIAMSON COUNTY HIGHWAY DEPARTMENT

Dump Body Specifications

- Type: Roger's Millennium Body for Mounting on 130/138 CT Truck.
- Size: 16' long, 7'4" wide inside, 46" high sides, 52" high tailgate with 6" pockets front and rear.
- Capacity: 17.5 cu yd.
- Materials: ¼" AR 450 steel sides, front, tailgate and floor. Continuous welding. Hoist well to be not less than 1/4 " AR 450 steel.
- Extras: Cab shield to be 20" long. Tailgate hydraulic Hi-Lift cylinders inside rear post. Steps on front sides of body. Lights, reflectors and mud flaps per Federal Motor Vehicle Safety Std. #108. Safety support strut and back up alarm per OSHA #1926.601. 8" channel push bumper with 3" pipe bolt on. Maintenance manual with each body. Air tailgate. Side post none, long members 2" x 8" x 3/16" Tubing full length, 3/16" Full fenders, DVA 20-N-3-A3HP2000. Valve to operate raising and lowering of body and operation of Hi-Lift tailgate, primed plus painted red acrylic urethane. 23" radius floor. EZ step drivers side, 8 LED strobe lights, rear tailgate guard, HD rear tow hooks, angle on top of 2" x 6" steel tubing and tailgate.
- Hoist: Single front mounted telescopic cylinder with minimum 48" dump angle with pull out cable. 7"-135" stroke. Model 74135
- Pump: Minimum capacity 31 gallons per minute at 1200 RPM. Relief valve equipped. Parker P51-313-9610-663.
- Controls: Air controls.
- Hoist Frame: Frameless body.
- PTO: Hot shift Allison PTO.
- Tarp: Electric tarp, assembly aluminum arms, vinyl tarp.
- Mounting: Dump bed shall be mounted 5" back of cab.
- Oil tank: Front mount.

Pusher Air Axle: Hendrickson (HLM) Model # MT20A-A49A. Fixed suspension with hub piloted disc wheels (4) steel rims 22.5 x 8.25 with (4) 11R22.5 tires hwy tread.
(IF NOT FACTORY MOUNTED)

Protective Coating: Entire undercarriage of truck and bed to have protective undercoating.

Controls: Controls for dump bed to be positioned forward so driver does not have to reach back to operate

Snow plow lights: Tracklite #TLC80880, 7" round LED.

Description	Complies		Description or Exceptions
	Yes	No	
Engine & Equipment			
Diesel Engine, 13 L, 450 hp, 1650 lb-ft torque, 2010 EPA Compliant			
Air intake with firewall mounted air cleaner and inside/outside air with snow doors			
160 amp alternator			
(3) batteries, 12-volt, 3300 CCA, threaded studs or equal			
Battery box located under cab			
Positive & negative jump start posts			
Compression brake			
Horizontal after treatment (ATD) with RH vertical tailpipe (with clear BOC) and turnout and shield			
Minimum 1500 sq. in. radiator			
Fuel filter/fuel water separator			
Gates blue stripe hoses or equal			
Extended life antifreeze to -34 degrees			
Block heater with receptacle mounted under LH door			
Heavy duty starter with over crank protection			
Transmission & Equipment			
Allison RDS 4500 Automatic			
Vehicle interface wiring with body builder at end of frame			
Provisions for customer installed PTO for end dump service			
Synthetic transmission lube			
Front Axle & Equipment (Set Back Axle)			
20,000 lb. single front axle			
16.5x6 cam front brakes			
Power steering with auxiliary gear, 4-quart power steering reservoir			
Synthetic lube 75W-90			
20,000 lb. flat leaf suspension with shock absorbers			
Rear Axle & Equipment			
46,000 lb. tandem rear axle with pump			
Ratio 4.56			
HD drive lines, 18 series			
Driver controlled traction differential both rear axles or equal			
16.5x8.62 cam rear brakes			
Asphalt spreader clearance for brake chambers			
Synthetic lube 75W-90			

Description	Complies		Description or Exceptions
	Yes	No	
Hendrickson Haulmax rear suspension, 46,000 lb., with steel beams			
Fore and aft and transverse control rods			
54" axle spacing or equal			
Pusher Axle & Equipment			
Hendrickson 20,000 lb. non-steer pusher axle and suspension			
Dash mounted valve and gauge			
16.5x7 cam brakes			
52" axle spacing			
Brake System			
Air brakes with wabco ABS/ Traction Control			
Heated air dryer			
Automatic drain valves on all tanks			
Wheelbase, Frame & Chassis Equipment			
Wheelbase as required by body builder for 132" - 135" CA			
HD frame with inner frame reinforcement, minimum RBM 3,200,000 lbf-in			
Painted steel front bumper			
Front tow hooks			
Fuel Tank & Equipment			
Minimum 80 gallon aluminum fuel tank with fuel cooler, LH side under cab			
Tires & Wheels			
Front tires 425/65R22.5 20 ply radial highway tread			
Rear tires 11R22.5, 16 ply radial highway tread			
Pusher tires 11R22.5, 14 ply radial highway tread			
Front wheels 22.5x12.25 hub pilot aluminum disc			
Rear and pusher wheels 22.5x8.25 hub pilot steel disc			
Cab Exterior			
Conventional cab, 113" BBC or equal			
Air cab mounts			
Fender extensions			
LH & RH exterior grab handles			
Bright finish radiator bezel with chrome mounted air intake grille			
Electric horn			
Dual 24" polished aluminum air horns with shields, roof mounted or equal			
LED headlights, daytime running lights and LED marker lights			

Description	Complies		Description or Exceptions
	Yes	No	
Dual west coast bright finish heated mirrors with LH & RH convex mirrors; power RH/LH mirrors			
RH Down view mirror			
Tinted glass all around			
Cab Interior			
Gray vinyl interior with overhead console, interior sun visors			
Lower window in passenger door			
(2) cup holders console mounted			
Heater, defroster, & air conditioning with recirculation switch			
Heater plumbing shut off valves			
Dome lights LH & RH, door activated, reading lights			
12 volt power supply in dash			
High back air suspension driver's seat with air lumbar and arm rests with suspension cover			
High back non suspension passenger seat			
Black Cordura plus cloth seat covers			
Adjustable tilt & telescoping steering column			
Instruments and Controls			
Low air pressure light & buzzer			
Dash mount on/off engine fan switch			
Primary & Secondary air pressure gauges			
Dash mounted air restriction indicator			
Back-up alarm, self adjusting 87 to 112 DB			
Odometer/trip/hour/diagnostic/voltage display, data linked			
Engine coolant temperature gauge			
Engine oil temperature gauge			
Transmission oil temperature gauge			
Engine oil pressure gauge			
AM/FM/WB radio with bluetooth hands free			
Power & ground studs top of dash wiring with CB radio provisions			
Multi-band AM/FM/WB/CB LH mirror mounted antenna			
Intermittent wipers with arctic type blades			
Power window and door locks			

Description	Complies		Description or Exceptions
	Yes	No	
Provisions for body builder furnished snow plow lights			
Paint			
Cab color candy apple red base coat clear coat			
Chassis color black			
Warranty			
All standard warranties in addition to a standard 5yr/250,000 engine warranty.			
Dump Body Specs			
Pls see attachment (2)			
Delivery			
Within 120 days			

**(2) DUMP TRUCKS, TANDEM AXLE, CONVENTIONAL CAB AND CHASSIS WITH
16FT. DUMP BODY FOR
WILLIAMSON COUNTY HIGHWAY DEPARTMENT**

Unit Price \$ _____ Total (2) \$ _____

The bid price shall include all destination charges, delivery charges, title fees, rebates and all other applicable costs and refunds.

The bidder has received the following addenda:

Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____

Fax _____

Email Address _____

Date _____

Purchase Order

This purchase order agreement ("Agreement") is executed between **WILLIAMSON COUNTY, TENNESSEE** ("County") and _____ ("Vendor"), for the purchase, manufacture, and delivery of one (2) heavy duty dump trucks.

By submitting a bid and accepting the order, Vendor agrees to comply and be subject to the following terms. The Minimum Bid Specifications contained in the request for bids for the dump trucks provided by or on behalf of the County are attached and made a part of this Agreement as if stated verbatim herein. Any terms and conditions provided by Vendor are only applicable and binding to the County if the terms and conditions were accepted by written agreement signed by the parties hereto.

County shall pay and the Vendor shall accept, as full and complete payment for the Vendor's timely performance of its obligations hereunder, the fixed price of _____ dollars (\$_____). The contract price shall not be modified for any reason without written approval of the County. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the Vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the Specifications.

Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

Changes to the services or goods, may be modified by the County by providing written notification to the Vendor. The Vendor agrees to cooperate in good faith with County to incorporate the change.

The Vendor shall ensure all work strictly conforms to the requirements of this Agreement, and shall provide at Vendor's expense: all labor, supervision, services, materials, supplies, equipment, and transportation.

The Vendor warrants that it is fully qualified to fulfill all of its obligations contained herein, and has and shall maintain: all licenses, permits, or other authorizations necessary to act as the Vendor, to provide the services required to fulfill all of its obligations as defined herein.

County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the Vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination that are in compliance with this Agreement.

The Vendor warrants that the labor furnished under this Agreement shall be competent to perform the tasks undertaken; and that the product of such services and labor shall yield only high quality results; and that the completed project will be of high quality and without defects. Should Vendor violate this warranty, Vendor agrees to correct the services to the satisfaction of County. These express warranties shall not be waived by reason of acceptance of payment by County. County shall not be responsible for payment of any services provided that breach these warranties.

In addition to all other warranties provided in the specifications, the Vendor shall unconditionally guarantee the materials and workmanship on all material and/or services as well as the finished product for a period of one (1) year from the date the County accepts the dump trucks. If, within the guarantee period, any defects occur which are due to faulty material and/or services, the Vendor, at his expense, shall repair or adjust the condition or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements, or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

Any obvious error or omission in specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

Vendor warrants that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes; and it has not, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor shall indemnify, hold harmless, and defend County, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs, or expenses which County, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of Vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the gross negligence of the Vendor, its agencies, boards, commissions, officers, employees, or representatives. The obligations of Vendor under this paragraph shall survive the expiration or termination of this Agreement.

Without limiting its liability under this Agreement, the Vendor will procure and maintain at his/her expense during the life of this Agreement, any/all applicable insurance types and in the minimum amounts defined by the Williamson County Risk Manager. Vendor shall include County as an additional insured on the certificate and shall provide a copy of the certificate to the County upon request. Acceptance of Vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the Vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

This Agreement shall be governed under the laws of the State of Tennessee and venue for any legal action between the parties shall be in Williamson County, Tennessee. The Vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the services or goods or Vendor's conduct.

Vendor understands and agrees that it shall be a breach of ethical standards for any person to offer, give, or agree to give any County's employee or former employee, or for any employee or former 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 of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made to such an employee or former employee by or on behalf of Vendor, a subcontractor under a contract to Vendor, or a person associated therewith, as an inducement for the award of a subcontract or commercial sales order.

Vendor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Vendor 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.

The ability of County to agree to release or limit Vendor's liability for any claims or damages or disclaim any of Vendor's or manufacturer's warranties or to agree to limit any of its legal remedies as provided under Tennessee law is applicable only to the degree as permissible under Tennessee Law.

Vendor shall indemnify and hold harmless, County, their officers, agents, and employees from: any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Vendor, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement and any claims, damages, penalties, costs and attorney fees arising from any failure of Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws. The County's obligation to indemnify the Vendor shall be effective to the greatest extent permissible by applicable law.

Reference to or use of Williamson County, any of its departments or sub-units, or any County official or employee for commercial promotion is prohibited.

The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Agreement or any of the rights and obligations of Vendor hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Vendor from its obligations hereunder without the express written consent of County.

The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

Vendor shall maintain documentation for all charges against the County. The books, records, and documents of the Vendor, insofar as they relate to services performed or money received under this Agreement, 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 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.

Since the goods and services are funded by public money and due to the need for the dump trucks, the parties agree that time is of the essence. This section does not limit any other remedy available to the County.

County is prohibited from entering into any contract with a party who is ineligible under the Iran Divestment Act. Vendor certifies under penalty of perjury that to the best of its knowledge and belief, Vendor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.

The validity, construction, and effect of this Agreement shall be exclusively governed by the laws of the State of Tennessee.

Vendor:

Date

Print Name/Title

Witness

Williamson County, Tennessee:

Rogers Anderson, Williamson County Mayor

Date

Eddie Hood, Highway Superintendent

Date

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 services 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: _____

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

Ethical Standard 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 services or products contemplated in this Agreement which was received from the State of Tennessee and/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 an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, 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 agreement, and the extension, continuation, renewal, amendment, or modification of any federal, state or county contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

Witness: _____

Date: _____

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/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror 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 Offeror 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: _____

**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 services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Agreement.

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 services 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

Witness: _____

Date: _____

**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 Official

Signature of Authorized Official

Witness: _____

Date: _____