

The Purchasing Department of Sullivan County Tennessee will receive sealed bids for **Supplemental Snow Removal Services** as specified herein. Bids must be received by **2:00 p.m. on January 27, 2015**. Late bids will be neither considered nor returned. **Sullivan County is not responsible for delays in mail deliveries or courier services.**

Deliver Bids To:

**Bid Number #HWY2015(KD)
Sullivan County Purchasing Department
3411 Hwy 126-Suite 201
Blountville, Tennessee 37617**

The Bid Envelope must show the Bid Number, Bid Name and Bid Opening Date

Section I GENERAL TERMS AND CONDITIONS

- 1.1 **Additional Information:** Requests for additional information from Sullivan County are to be routed to Kristinia Davis, Purchasing Agent at 423-323-6400. Questions may be faxed to 423-323-7249 or emailed to kris.davis@sullivancountyttn.gov. Information about the Sullivan County Purchasing Department may be obtained on the Internet at www.sullivancountyttn.gov.
- 1.2 **Acceptance:** Vendors shall hold their price firm and subject to acceptance by Sullivan County for a period of ninety (90) calendar days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 **Alternative Bids:** Sullivan County will not accept alternate bids (those not equal to specifications). Bidders shall familiarize themselves with all conditions of this bid and make their own determination as to their company's ability to perform the services requested.
- 1.4 **Award:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Sullivan County. Sullivan County reserves the right to award this bid on a location basis or by multiple award, whichever is in the best interest of the County. Sullivan County reserves the right to not make an award.
- 1.5 **Bid Delivery:** Solicitations must be in a sealed envelope prior to entering the Purchasing Department Office. Purchasing Department personnel are not allowed to see the submittal nor assist in placing documents in an envelope. Additionally, the Purchasing Department is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.
- 1.6 **Bid Expenses:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Sullivan County.
- 1.7 **Copies:** Sullivan County requires that bids being submitted by hand be submitted as one (1) marked original and one (1) exact copy.
- 1.8 **How To Do Business:** Sullivan County utilizes Vendor Registry for vendor registration. When doing business with Sullivan County we are urging you to please go to our website at www.sullivancountyttn.gov, and navigate to Purchasing's page under registration to register as a vendor if you have not done so. If you have any questions please contact the Purchasing Department listed in subsection 1.1 of this document.
- 1.9 **Multiple Bids:** Sullivan County will consider multiple bids that meet specifications.

- 1.10 **Non-Collusion:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.
- 1.11 **Processing Time For Payment:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.12 **Proof of Financial and Business Capability:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Sullivan County will make the final determination as to the bidder's ability.
- 1.13 **Signing of Bids:** When submitting your bid, in order to be considered, all bids must be signed. Please sign the original in blue or black ink.
- 1.14 **Taxes:** Sullivan County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.15 **Title VI Of The 1964 Civil Rights Act:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000et seq. It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.16 **Use of Bid Forms:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.17 **Terms and Conditions:** Prior to the award of this bid, *ALL BIDDERS* must have The General Procurement Terms and Conditions "Form GPTC1004-14" signed and returned to the Purchasing Department. This form may be found online at www.sullivancountyttn.gov under Purchasing's page thru registration or contact the Purchasing Department listed in subsection 1.1 of this document.
- 1.18 **Waiving of Informalities:** Sullivan County has the right to accept or reject any/all proposals and to waive any informalities or irregularities in the best interest of Sullivan County.

Section II OBLIGATIONS, RIGHTS AND REMEDIES

- 2.1 **Assignment:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Sullivan County.
- 2.2 **Forms/Affidavits:** Successful contractor(s) will be required to submit a Drug-Free Workplace Affidavit and Company/Contractor Affidavit form as enclosed. A purchase order will not be issued until all required documents are signed and submitted to the Purchasing Department.
- 2.3 **Indemnification/Hold Harmless:** Contractor shall accept full responsibility for the consequences of its action or inaction, and the action or inaction of its employees, officials and agents, associated with the performance of this agreement, and agrees to release, discharge, indemnify and hold harmless, Sullivan County, its employees, officials and agents, from any and all claims, liability, and loss, for property damage, personal injury and illness, suffered by Contractor, Contractor's employees and agents, and any third party or parties, which are caused by, arise from, or are in any way related to, the work to be performed by Contractor, its employees and agents.

- 2.4 **Independent Contractor:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Sullivan County shall not be responsible for any payment, insurance or incurred liability.

Section III SPECIAL TERMS AND CONDITIONS

- 3.1 **Agency Contacts:** The successful Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information.
- 3.2 **Bidder Obligation:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this Invitation to Bid. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to the Invitation to Bid or to the Contract.
- 3.3 **Insurance:** The successful contractor(s) shall carry a Liability Insurance Policy as long as the purchase order is in effect; insurance shall have a minimum combined single limit of \$1,000,000 and shall list Sullivan County as an additional insured party of said policy. Please enclose a copy of your current 'Certificate of Liability Insurance' with bid documents.
- 3.4 **No Contact Policy:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Sullivan County representative, other than the Purchasing Department representative listed herein, concerning this Invitation to Bid **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.5 **Offer Withdrawal:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Sullivan County Purchasing Department **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation to Bid.
- 3.6 **Open Records Act:** Sullivan County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation to Bid shall be open to the public for viewing and inspection and Sullivan County Purchasing will comply with all legitimate requests.
- 3.7 **Rejection of Bids:** Sullivan County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Sullivan County for the particular services proposed.
- 3.8 **Safety and Protection:** The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

Section IV SCOPE OF WORK FOR SUPPLEMENTAL SNOW REMOVAL SERVICES

- 4.1 **General:** The Sullivan County Highway Department (SCHD) is responsible for working county roadways and highways during emergencies brought on by winter precipitation. On occasion, the SCHD has worked extended hours in order to maintain the flow of traffic, safety vehicles, and commerce in the County. The SCHD hopes to reduce the number of hours worked by County employees such that safe work practices can be maintained. The County will respond to winter

precipitation based on local conditions. SCHD and its roads are divided into four somewhat equal parts, called Sections, for purposes of road maintenance and management. Response to winter precipitation may occur at different times for different Sections; therefore, the County proposes to enter into four different contracts covering the four operating Sections of the County.

Multiple contracts may be awarded in each Section. The Contractor offering the best value to Sullivan County will be called first. In the event that the first-called Contractor does not respond timely or if additional resources are needed, the next-best Contractor will be called, and so on. No Contractor is assured of a minimum amount of work under this contract.

- 4.2 **Purpose:** The purpose of this specification is to establish the conditions, expectations and deliverables for contracted services for the removal of winter precipitation.
- 4.3 **Conditions of Service:** As a weather emergency builds, the leadership in SCHD goes through a process to determine **when** response by SCHD forces is required; **where** (which Sections) the responses are needed; and **how** the emergency will be handled (i.e. the level of response). If determined by SCHD leadership that contracted services are required, Contractor(s) will be informed by SCHD Materials Foreman, by phone to a number designated in Contractor Proposal.
- 4.4 **Response Time:** Contractor shall respond to designated section within three (3) hours of notice and contact designated section foreman by phone on arrival in section. Contact information will be provided by materials foreman at time of call-out.
- 4.5 **Work Schedule:** Contractor shall remain on-station for a minimum of three (3) hours and a maximum of 12 hours. If additional call-out is required, additional call will not be sooner than 8 hours from end of first call-out. At each additional call-out a response time of less than three (3) hours is required.
- 4.6 **Standard:** Contractor shall plow snow and spread salt consistent with normal procedures employed by highway authorities in the Southeast US and shall communicate with SCHD section foreman regarding assigned roads and sources of salt to replenish spreader. SCHD will provide all snow removal materials including salt and additives.
- 4.6 **Records:** Contractor shall maintain a record of lane miles plowed in accordance with the current year's SCHD Road Atlas. Contractor shall provide this list to the section foreman at the end of each shift and section foreman shall have an opportunity to review and sign the list.
- 4.7 **Contractor(s) Responsibilities:** At Contractor's own expense, the contractor shall provide equipment in first-class working order. Equipment shall include the following:
- A four-wheel or all-wheel-drive truck having a rated capacity of at least ¾-ton and of a class equivalent to the Ford F-250, or larger.
 - Attached front plow having a width of at least 8ft with power-actuated lift and angle.
 - Rotary-type salt spreader having a capacity of at least 2.0 cubic yards.
 - The capability to respond with snow chains installed on the truck tires.
 - The contractor must provide their own fuel for equipment.
- 4.8 **Expectations:** Operator shall be completely familiar with all equipment controls and experienced at snow removal operations. Operator shall be well-dressed for the weather conditions and have a familiarity with the road system in which the operations will take place. Operator shall have a cell phone at all times and shall be able to be contacted by SCHD personnel. Use of cell phone is **prohibited** while vehicle is in operation or motion.
- 4.9 **Deliverables:** Contractor shall deliver a snow-plowing, salt-spreading vehicle for use where directed by SCHD section foreman. Contractor shall provide a list of streets and lane miles plowed (and salted) to section foreman at end of shift. Contractor shall deliver to SCHD an itemized

invoice showing street names and lane miles consistent with the end-of-shift list given to section foreman. If multiple sections are worked by the same contractor, separate invoices shall be provided, one for each section.

COST ANALYSIS

**SERVICES FOR SUPPLEMENTAL SNOW REMOVAL
RFP #HWY2015(KD)**

ALL COST ASSOCIATED FOR PROVIDING SERVICES FOR SUPPLEMENTAL SNOW REMOVAL FOR THE SULLIVAN COUNTY HIGHWAY DEPARTMENT, AS DEFINED IN THIS RFP, MUST BE REFLECTED ON THIS DOCUMENT. NO OTHER COST WILL BE CONSIDERED!

THE PRICE SUBMITTED BELOW IS BASED ON A PER LANE-MILE RATE FOR SNOW PLOWING AND SPREADING SALT. (A ONE-MILE ROAD PLOWED BOTH LANES YIELDS TWO LANE-MILES).

QUOTE RATE PER LANE-MILE \$ _____

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE RESPONDING CONTRACTOR WHO HAS READ AND UNDERSTANDS THE TERMS, CONDITIONS AND CONTENTS OF THIS INVITATION TO BID AND CAN LEGALLY SUBMIT THIS PRICED PROPOSAL.

PERSON SUBMITTING ITB _____

(Please Print)

DATE _____

PHONE NUMBER: _____ **FAX:** _____

AUTHORIZED SIGNATURE: _____

**ATTACHMENT A
INVITATION TO BID NUMBER HWY2015(KD)**

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, 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 T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith 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 _____, 20_____

Notary Public

My commission expires: _____

**ATTACHMENT B
INVITATION TO BID NUMBER HWY2015(KD)**

**OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT
COMPANY/CONTRACTOR AFFIDAVIT FORM 00010**

THE AFFIANT STATES TO SULLIVAN COUNTY, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID SULLIVAN COUNTY, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT SULLIVAN COUNTY, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDED AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR PROPOSAL (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF SULLIVAN COUNTY.

This certification shall be included with the bid document 00300. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME _____
NAME (PRINT) _____ PHONE _____
TITLE _____ FAX _____
SIGNATURE _____ DATE _____

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**( TO BE COMPLETED BY NOTARY )**

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 for the purposes therein contained.

Witness my hand and seal at office this day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_