

Anderson County Government

INVITATION TO BID (Formal)

Pamela Cotham, Purchasing Agent
100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersontn.org
<http://andersontn.org/purchasing>

BID No.: 4650

Date Issued: February 17, 2016

**Bids will be received until
2:30 p.m. Eastern Time on March 17, 2016**

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY



Pamela Cotham, Anderson County Purchasing Agent

BID DESCRIPTION

<p><u>Recycling of Electronics</u>— Anderson County Solid Waste Department, Clinton, TN</p>
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All vendors must submit 1 original and 4 full copies, including brochures, of their bid.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

Bid #4650 Recycling of Electronics Specifications

A. Intent of Specifications It is the intent of these specifications to select a vendor to provide containers and/or boxes for Recycling of Electronic items on a weekly basis. Vendors will pick-up electronics from the Solid Waste Facility located at 1480 Blockhouse Valley Road, Clinton, TN 37716 on an on call basis.

Vendor will provide monthly reports to the Solid Waste office on the total weight of what has been collected. Preference will be given to vendor that can provide a breakdown by material type. Total estimated tonnage of materials ranges from 15 to 60 tons per year.

B. Service Options

The successful vendor will provide service in one of the following manners:

Option One: – The vendor will accept all electronics from designated locations including CRT's, TV's, etc., with no cost or reimbursement to the County.

Option Two: – The vendor will accept all electronics from designated locations. If the County pays for CRT's and TV's with leaded glass, the vendor must indicate rate (see price information page 3) for those materials which will remain in place for the length of the contract. The vendor shall reimburse the County for all computers, cell phones, flat screens, computer peripherals, etc., and must indicate rate (see price information page 3) for those materials which will remain in place for the length of the contract.

Cost and reimbursement must be clearly documented on all invoices. Both cost and reimbursements may be deducted from the other, whichever is higher with documentation indicating each.

All invoices or reimbursement must be sent on a monthly basis, along with documentation of the total weight for all materials.

C. Award Criteria Anderson County intends to award this contract to the responsible Bidder or multiple Bidders whose proposal is most advantageous to the Anderson County Government, taking into consideration price and the other factors set forth in this RFP. Anderson County reserves the right to withdraw this Request for Proposal at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Anderson County reserves the right not to award this bid.

D. Bid Envelopes Bids will be addressed and submitted in accordance with the instructions. The words "Recycling Electronics, Bid #4650", and bid opening date shall be stated on the front of the bid envelope.

It shall be the responsibility of the bidder to assure that their proposal arrives at the location and time indicated. Late proposals, facsimile, or telephone bids will not be considered. No exception.

E. Performance Bond A (100%) performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. **MUST** be submitted by the successful bidder before purchase order is issued.

F. Certificate of Insurance Each bidder shall furnish, with their proposal, a Certificate of Product Liability Insurance for a minimum of ten (10) million dollars. Failure to provide this documentation shall render the proposal non-responsive and the bid shall be rejected. This certificate shall be from the prime builder only. Certificates submitted from various sub-contractors in order to total the ten million dollar minimum will not be acceptable as meeting the requirements of this section. The Certificate must be made out to the Anderson County Government and must be original.

The insurance requirements of these specifications should be met in full within 10 (ten) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

G. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements **must** be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

H. Evaluation Criteria: A committee of three or more will review and evaluate proposals submitted.

Criteria	Percentage Points
Cost and/or County Reimbursement	75%
Compliance with Specs	10%
Service History	10%
References	5%

I. Bid Instructions

Bidders should complete and return the following items in their bid envelopes.

- Pricing Information page three.
- Terms and Conditions Section 2, page six.
- Insurance Requirements Checklist, Section 4, page seven.

Bid #4650
Recycling of Electronics:

J. Price Information

These items shall be priced out individually. Based on pricing Anderson County will notify the successful vendor which, if any, of the following items will be needed.

K. Options: See specifications page 1, section B.

- **Option 1:** No Cost or reimbursement to county
- **Option 2:** County pays cost, and vendor pays reimbursement based on per pound rate.

Rate per pound paid to County: \$ _____

Reimbursement paid by the County Rate per pound: \$ _____

Which option is your company bidding on: Option # _____.
Please write option number on line above.

Vendor Name: _____

Vendor Address: _____

City _____ **State** _____ **Zip** _____

Telephone Number _____ **Fax Number** _____

Contact Person (Please Print) _____

E-Mail Address _____

Taxpayer Identification Number: _____

Authorizing Signature _____

(Please sign original in blue ink)

Request For Proposal Number: 4650

Request for Proposal Title: Recycling of Electronics

BID ENVELOPE/PACKAGE CONTAINING BID:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of your entire bid. Late bids, e-mailed bids and faxed bids will not be considered nor returned. Anderson County will not be responsible for any lost or misdirected mail.

**ANDERSON COUNTY PURCHASING DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

purchasing@andersontn.org

Website: <http://andersontn.org/purchasing.html>

(865) 457-6218 Phone

(865) 457-6252 Fax

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 PROTEST: Any vendor wishing to protest the award shall notify in writing the Anderson County Purchasing Agent. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the award. Protests must be in writing and envelopes/package containing protest must be clearly marked with Request for proposal number and words "Request for Proposal Protest". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any proposal protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

1.2 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Request for Proposals must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the proposal's ability.

1.3 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.4 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.5 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.6 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.17 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a proposal at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of the State of Tennessee.

SECTION 1 GENERAL TERMS AND CONDITIONS
(Continued)

1.8 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.9 QUESTIONS: Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.10 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and four exact copy of their bids, including brochures.

1.11 ADDENDUM: Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website purchasing@andersontn.org/purchasing.html up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.12 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.13 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.14 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 Anderson County.

1.15 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices, bidders/proposers will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.16 PROPOSALS: All proposals, once received, become property of Anderson County Government and will not be returned.

GENERAL TERMS AND CONDITIONS

SECTION 2. REQUEST FOR PROPOSAL INFORMATION

SECTION 3. VENDOR INFORMATION

SECTIONS: 2 AND 3 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR REQUEST FOR PROPOSAL AND ARE PART OF THE CONTRACT DOCUMENTATION.

2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

2.2 **Cooperative Purchasing Agreement:** Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate approval of the Cooperative Purchasing Agreement. _____ Yes _____ No

The undersigned agrees if this Request for Proposal is accepted, to furnish any and all of the License Information listed below at the request of Anderson County, if required by Law. Please indicate if your company has the following.

Anderson County Business License _____ (Yes or No)
Business License in State of Tennessee _____ (Yes or No)
If so, Which County _____

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Person (Please Print) _____

E-Mail Address _____

Taxpayer Identification Number: Social Security, Employer Identification Number:

Person Authorized to Sign (Please print) _____

Authorizing Signature (Please sign original in blue ink) _____

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing the Bid Form affirms that the original Invitation for Bid document has not been altered in any way.

Request For Proposal Number: 4650
Request for Proposal Title: Recycling of Electronics

SECTION 4. INSURANCE REQUIREMENT CHECKLIST

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance *must* be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. **Workers Compensation** Statutory limits
Employers Liability 100,000/100,000/500,000

2. **Commercial General Liability** \$1,000,000 per occurrence
\$2,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E & O Liability

3. **Business Auto** \$1,000,000
 - Include Garage Liability \$1,000,000
 - Include Garage Keepers Liability
 - Copy of Valid Drivers License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements *must* be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date