



## WILLIAMSON COUNTY

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August 7, 2017

To Whom It May Concern:

Williamson County accepting bids for removal of waste tires at the Landfill, 5750 Pinewood Road, 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 31, 2017, 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: **Waste Tire Removal, August 31, 2017, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.** Also, please complete and return the enclosed **Ethical Standards Affidavit and Business Tax Affidavit with your bid.**

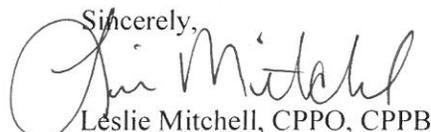
Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No bid shall be valid unless signed.** No bid shall be accepted by FAX machine.

Bidding shall be in accordance with the Tennessee General Contractor's License Law. Bidders on construction in the amount of \$25,000 or more must be a licensed contractor as required by the Contractor's License Act of 1976. Public Chapter #82 of the General Assembly of the State of Tennessee amended by Public Chapter #406, Public Acts 1977, and further amended by House Bill #2507 and approved May 10, 1994. **If your bid meets the above criteria, the envelope must contain the license number, expiration date, and classification, and license number, expiration date and classification of any subcontractors that will be used. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID WILL NOT BE OPENED.**

The successful bidder will be required to comply with contract, insurance and drug-free requirements. Sample contracts are draft only and terms can change at the discretion of the County. Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act 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](mailto:lesliem@williamson-tn.org). All questions must be submitted in writing by 4:30 p.m. CST on August 25, 2017. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

  
Leslie Mitchell, CPPO, CPPB  
Purchasing Agent

LM/lw  
Enclosure

Williamson County  
**Solid Waste Department, 5750 Pinewood Road**  
Franklin, TN 37064

**BID REQUEST**  
SPECIFICATIONS FOR REMOVAL AND BENEFICIAL  
END-USE OF WASTE TIRES

It is the intent of these specifications to describe requirements for the removal, transportation and beneficial end-use of waste tires generated within Williamson County. All services rendered shall conform to the strictest applicable county, state, and federal laws, standards, regulations, and codes. Vendor shall respond to all bid specifications and requirements. Failure to respond to any question will result in rejection of bid.

I. SPECIFICATIONS AND REQUIREMENTS

- A. Vendor will transport to a documented end-use market all sizes of whole waste tires from Williamson County Waste Tire Collection Site and the tire dealers which have waste tire trailers located on their site.

Pursuant to newly adopted ethic rules, Vendor shall provide to Williamson County certifications of all end-use markets Vendor will use. These certifications shall comply with the Tennessee Department of Environment and Conservation's Scope of Services which is attached to this document. To assist in the verification process, Vendor shall provide a list of all primary end-use customers.

By submitting a bid response, Vendor and beneficial end-user shall agree that no waste tires collected in Williamson County shall be disposed of in any landfill as specified in accordance with Tennessee Code Annotated §68-211-867 or any other unapproved location outside the State of Tennessee.

B. Vendor shall be required to:

1. Provide two open top trailers to be placed on the Williamson County Landfill site at the direction of the Solid Waste Director. Once a trailer is filled, Williamson County will notify the Vendor. Within two work days of receiving notification, the Vendor will replace the full trailer with an empty Trailer and dispose of all tires in a manner that does not violate the agreement or any law or ordinance;
2. Provide a van type trailer as agreed upon by the parties at the site of local tire dealers. Once a trailer has been filled, the local tire dealer shall notify the Vendor. **Any trailer rental fees will be negotiated directly with the local tire dealer, and billed directly to the local tire dealer. Williamson County will not be responsible for rental fees of trailers located at local tire dealers.** The Vendor shall be required to collect the full trailer and provide an empty trailer to the tire dealer within two working days of the date in which the trailer was taken; and

3. Should the Vendor fail to replace any trailer within the times set forth in the contract documents, a delay fee of \$350.00 per trailer per day shall be assessed by the Williamson County Solid Waste Department. The Vendor realizes and agrees that this fee is reasonably related to the damages that will be suffered by Williamson County due to any such delay. The delay fee shall be deducted from any unpaid compensation claimed to be owed to the Vendor.

C. Vendor shall be compensated for any waste tires removed from the County's waste tire sites and local tire dealers that are participating in the tire waste program as provided under the State grant. Only legible, unaltered invoices with proper documentation will be honored. Vendor shall make bid quotes per ton on the waste tire disposal fee and transportation cost per van trailer load and per open trailer load. Quotes are to include all agreed upon costs that will be incurred by Vendor. Any cost to Vendor that is not included in the Vendor's bid response shall not be charged to Williamson County unless the additional cost is agreed on by the County in writing prior to the additional cost being effective. Should Vendor fail to move any trailer as specified in the contract documents, then Vendor shall agree to provide Williamson County the right to move the trailer to a spot that will allow Williamson County to continue its daily operations.

D. Vendor shall accept all rubber tires including, but not limited to, Passenger Car Tires (up to and including 16" rim size), motorcycle, ATV, wheel barrow, Truck/Semi Truck Tires (exceeding 16" rim size up to and including 24.5" size), Large Tractor Tires (exceeding 24" rim size), Skidder Tires (including and exceeding 24" rim size), and heavy earth equipment tires. Vendor shall accept tires on the rim.

E. By submitting a bid response, Vendor is agreeing to purchase and maintain insurance requirements as specified by the Risk Management Officer or which may otherwise be provided for in the contract documents.

F. Vendor shall own or have access to backup equipment in numbers adequate to fulfill all of its obligations contained in the contract documents should any of the original equipment fail.

G. The Vendor shall invoice the County monthly for all approved charges for that month providing an original and duplicate invoice and shall be labeled as original and duplicate. The invoice shall show the actual quantity in tons of tires collected. Each invoice shall include the required supporting documents. The invoice shall also include:

1. The Vendor's name and address;
2. The date and location at which services were provided;
3. A detailed description of the services;
4. The unit cost of the services; and
5. The total amount.

**Any invoice received by the County that does not comply with these and other requirements shall be rejected and not honored for payment.**

H. All waste tires collected from the waste tire collection and storage sites shall become the property of the Vendor at the time Vendor takes control of the Trailers. It shall become the responsibility of the Vendor to ensure that all waste tires collected are delivered to the end-use entity. Failure to comply with the requirements may result in the termination of the contract and forfeiture of the Vendor's performance bond.

II. MINIMUM CONTRACTUAL TERMS

- A. Term of the contract shall be for a term of one (1) year with the County's option to extend the term for four (4) additional one (1) year terms. Any extension shall not be valid unless it is agreed upon by both parties in writing.
- B. The Vendor understands and accepts that his bid response shall be valid for a minimum of 60 days.
- C. Should the Vendor's bid be accepted by Williamson County, Vendor agrees that it shall provide the services as described in the contract documents no later than 30 days from the date the contract is signed by both parties.
- D. Vendor understands that Williamson County is a local governmental entity and as such is not subject to taxes.
- E. Should Vendor's bid proposal be accepted by Williamson County, Vendor shall secure and retain a performance bond in an amount not less than \$250,000.00 to be maintained for the entire period of the contract.
- F. By submitting a bid response to Williamson County, Vendor is agreeing to all terms contained in the contract documents.
- G. Williamson County reserves the right to amend the contract terms and/or obligations as it deems to be in its interest.

III. PROFESSIONAL REFERENCES.

A. Vendor shall provide the following information for those entities that Vendor is now providing similar services.

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

IV. AUTHENTICATION

A. Identification of bidder and signature of authorized official:

Name of Bidder: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone & Extension: \_\_\_\_\_  
Date of Bid: \_\_\_\_\_  
Signature of Official: \_\_\_\_\_

**(CAUTION: Failure to properly complete and sign this section may result in REJECTION of bid.)**

Note:

A complete copy of this vendor data and bid document, with a copy of the specifications attached, must be returned to complete the bid package. Any item on the specification sheet which the bidder cannot meet or exceed must be so annotated.

**The Vendor's bid response shall take into account all of the requirements included in this bid request as well as the other contract documents.**

If there is any question, please feel free to telephone Nancy Zion, Williamson County Solid Waste Director at (615) 790-0742 or (615) 948-4805.



**TRANSPORTATION AND DISPOSAL SERVICE AGREEMENT  
REMOVAL AND BENEFICIAL END-USE OF WASTE TIRES**

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter referred to as "County"), and \_\_\_\_\_ who is licensed to do business in Tennessee, (hereinafter referred to as "Vendor").

**WHEREAS**, the County owns and operates a landfill where used tires are brought to ensure that they are recycled in an environmentally sound method and pursuant to both Federal and State laws;

**WHEREAS**, Vendor is in the business of collecting and recycling used tires;

**WHEREAS**, the County desires to secure services to collect and recycle used tires; and

**WHEREAS**, in reliance of this Agreement, the Vendor will secure the necessary equipment, services and personnel to provide all services as described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective covenants herein contained, the parties have agreed as follows:

**I. DEFINITIONS**

1. 1. "Agreement" means this document, the affidavits, the Bid Request and the Specifications for Removal and Beneficial End-Use of Waste Tires.
2. 2. "Contract Documents" mean the Agreement as defined above and Vendor's Bid Response and Vendor's Performance Bond.
3. 3. "County" or "Williamson County" shall mean Williamson County, Tennessee.
4. 4. "Department" shall mean the Williamson County Solid Waste Management Department.
5. 5. "End-User" shall mean the individual or company who shall convert the used tires for use as another beneficial product.
6. 6. "Hazardous Waste" shall mean solid wastes defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes as may be periodically amended.
7. 7. "Landfill" shall mean the Williamson County Landfill located at 5750 Pinewood Road, Franklin, TN 37064.
8. 8. "Services" shall mean the provision of all labor, equipment, activities and material required to collect, transport and deliver Waste Tires to End-Users as well as all other obligations of Vendor as provided in this Agreement;
9. 9. "Special Waste" shall mean any discarded material from a non-residential source meeting any of the following descriptions:
  - a. Containerized waste (e.g., a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in b-g below.
  - b. Waste containing free liquids.
  - c. Sludge waste.
  - d. Waste from an industrial process.
  - e. Waste from a pollution control process.
  - f. Residue from a spill of a non-hazardous chemical substance or commercial product or waste.

- g. Contaminated non-hazardous residuals from the cleanup of a facility generating, storing, treating, recycling or disposing of wastes, chemical substances or commercial products listed in a-f.
- 10. 10. "Tire Dealers" shall mean those tire companies that sell tires or services in which Waste Tires are collected.
- 11. 11. "Vendor" shall mean \_\_\_\_\_ and all of its employees, agents, officers, or other individuals or entities that are related to Vendor.
- 12. 12. "Waste Tires" shall mean all rubber tires including, but not limited to, passenger car tires (up to and including 16" rim size), motorcycle, ATV, wheelbarrow, truck/semi-truck tires (exceeding 16" rim size up to and including 24.5" size), large tractor tires (exceeding 24" rim size), skidder tires (including and exceeding 24" rim size), and heavy earth equipment tires. Vendor shall accept tires whether they are off or on the rim.

## II. REPRESENTATIONS OF VENDOR

In order to induce Williamson County to execute this Agreement and recognizing that the County is relying thereon, the Vendor, by executing this Agreement, makes the following express representations to County:

1. The Vendor hereby warrants that the labor furnished under this Agreement shall be competent to perform the Services undertaken, that the product of such Services and labor shall yield only high quality results, that the Services and work will be of high quality and without defects, and that all Services will strictly comply with the requirements of this Agreement. Any Services by Vendor or provided on behalf of Vendor not strictly complying with the requirements of this Agreement shall constitute a breach of the Vendor's warranty;
2. The Vendor is fully qualified to act as the Vendor for this Agreement and has, and shall maintain, all licenses, permits or other authorizations necessary to act as the Vendor to complete the Services and fully fulfill all other obligations contained in this Agreement;
3. The Vendor has become familiar with the types of Services needed to fulfill his obligations and the local conditions under which the Services are to be provided. The Vendor shall strictly supervise the Services and bear full responsibility for any and all acts or omissions of those engaged in the provision of Services on behalf of the Vendor;
4. The Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or local governments;
5. The Vendor has not, within a 3-year period preceding this proposal, 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;
6. The Vendor 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
7. The Vendor has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

### **III. TERM**

The initial term of this Agreement shall be for a term of one year and shall commence on \_\_\_\_\_ and extend through \_\_\_\_\_ unless otherwise terminated as provided herein. This Agreement may be extended for four additional one year terms. The Agreement may not be extended unless agreed in writing by the parties. The option to extend shall be exercised and in the discretion of the Williamson County Purchasing Agent and the County Mayor. To be effective, any extension must be approved by the County's Attorney for form and the Purchasing Agent for funding and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond 5 years.

### **IV. TERMINATION**

1. Because Williamson County is receiving government grant funds to offset the cost of this Agreement, Williamson County may terminate this Agreement upon giving the Vendor written notice effective on the date specified in the notice should the State of Tennessee terminate the grant contract or fail to provide grant funds. Termination in this manner shall not be a breach by the County. Vendor shall be compensated for the provision of the Services that Vendor performed prior to the termination date and which is required under this Agreement.

2. Should funding for the Agreement be discontinued in any manner, County shall have the right to terminate this Agreement immediately upon written notice to Vendor. Vendor shall be compensated for the provision of the Services that Vendor performed prior to the termination date and which is required under this Agreement.

3. The County may terminate this Agreement at any time upon 90 calendar day's written notice to Vendor. Termination will become effective 90 days after the date of the notice of termination, unless the County's notice provides for a different termination date beyond the 90 day notice. Vendor shall be compensated for the provision of the Services that Vendor performed prior to the termination date and which is required under this Agreement.

4. County may terminate this Agreement if Vendor, or any successor or assignee of Vendor, 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 Vendor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Vendor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

### **V. SCOPE OF SERVICE / VENDOR'S OBLIGATIONS**

1. The Vendor shall maintain any and all licenses, permits or other authorizations necessary to act as the Vendor for, and to perform all Services included herein. Vendor shall at all times provide an adequate number of storage containers needed to accommodate the amount of tires disposed of in the containers and as is required by Vendor to fulfill under this Agreement. Vendor shall provide the containers for the collection of Waste Tires at the sole risk and cost of Vendor. The containers shall be of a type that is commonly used for the collection of Waste Tires and able to be removed by hooking up to a truck.

2. Vendor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of all Services and obligations under this Agreement; and shall comply with and give all notices as required by all laws, ordinances, or regulations bearing on the performance under this Agreement.

3. The Vendor shall ensure that it regularly exchanges empty containers on a regular basis or if notice is given to the Vendor that the containers are full within two days of receipt of verbal notice. Vendor shall own or have access to backup equipment in numbers adequate to perform the Services. **Any failure by Vendor to replace any trailer within the two day requirement as stated herein, shall be assessed a delay fee of Three Hundred Fifty and 00/100 Dollars (\$350.00) per day per trailer by Williamson County. Any assessed delay fee shall be deducted from Vendor's compensation amount.**

4. Vendor shall ensure that its transportation and disposal of the Waste Tires are in compliance with all applicable laws and regulations as well as the terms of this Agreement.

5. Vendor shall be responsible for providing or furnishing, and the prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required to adequately fulfill its obligations as included herein.

6. Vendor agrees to provide containers to Tire Dealers at the business location of the Tire Dealers and to collect Waste Tires and to waive the tipping fee unless it is certified to the State of Tennessee that the fee is no higher than fees it imposes on other waste pursuant to *Tennessee Code Annotated*, Section 68-211-835, or a fee which is no higher than necessary to cover the cost of Vendor's waste tire program not covered by this Agreement, whichever is less.

7. Vendor agrees to contract with a transporter, processor or end-user for the Waste Tires collected. End-use processors include companies and /or individuals who convert waste tires for use as another beneficial product. All contracts with transporters, processors or end-users shall prohibit the end-use processor from landfilling tires or tire shred, or contracting for the landfilling of tires or tire shred.

8. Vendor must certify to the State of Tennessee and Williamson County that the transporter, processor or end-user is complying with all applicable state and federal laws and regulations.

## VI. COMPENSATION TO VENDOR

1. The Service Fee due to Vendor from the County for Vendor's receipt and handling of the Trailers and Used Tires and the transportation and disposal of such waste shall be \_\_\_\_\_ per ton for disposal and an additional amount of \_\_\_\_\_ for transportation. However, should Williamson County dispute any of these costs, it reserves the right to withhold the disputed amount until such dispute is resolved to the County's satisfaction.

2. Vendor shall invoice County monthly for the Service Fees. The invoice shall show the actual quantity in tons of tires collected and shall also contain the Vendor's name and address; the date and location at which Services were provided; a detailed description of the Services provided; the unit cost of the Services; and the total amount billed. Payment thereon shall be due thirty days after receipt by County of the invoice, unless otherwise specified herein.

3. In addition to all other rights available to Williamson County, the County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Vendor due to:

- a. The quality of Services not being in accordance with the requirements of this Agreement;
  - b. The quality or quantity of the Vendor's Services not being as represented in the Vendor's invoice or the invoice does not contain the required information as required in this Agreement;
  - c. If the County determines the Vendor has failed to provide the Services within the time frames provided in this Agreement and finds, in its sole discretion, that the failure is inexcusably delayed;
  - d. The Vendor's failure to use the compensation previously paid to the Vendor to pay for its subcontractors, laborers, and equipment suppliers;
  - e. Claims made, pending or known against Williamson County or its property in relation to this Agreement or the acts or omissions of the Vendor or any of its subcontractors;
    - f. Loss caused by the Vendor; and,
    - g. The Vendor's failure or refusal to perform any of its obligations to Williamson County.
4. In the event that Williamson County makes written demand upon the Vendor for amounts previously paid by Williamson County as contemplated in this Section, Vendor shall promptly comply with such demand.

## **VII. NONDISCRIMINATION**

Vendor shall not subscribe to any policy, personnel or otherwise, 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. Vendor agrees to execute the Fair Employment Affidavit evidencing its compliance with this section.

## **VIII. INSURANCE**

During the term of this Agreement, Vendor shall, at its own cost and expense, maintain comprehensive general liability insurance. A certificate of insurance, in a form satisfactory to Williamson County, evidencing said coverage and naming Williamson County Government as an "additional insured with respect to the contract only" shall be provided to Williamson County prior to commencement of performance of this Agreement. Such policy or policies shall be in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury or death to one person, and One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, One Million and 00/100 Dollars (\$1,000,000.00) for property damage resulting from one accident, One Million and 00/100 Dollars (\$1,000,000.00) for automobile liability, One Million and 00/100 Dollars (\$1,000,000.00) for excess commercial liability, and One Million and 00/100 Dollars (\$1,000,000.00) for worker's compensation employer liability. Vendor shall provide any additional workers' compensation coverage in accordance with applicable law. Such policies shall be non-cancelable except upon thirty days prior written notice to the County. Throughout the term of this Agreement, Vendor shall provide an updated certificate of insurance upon expiration of the then current insurance certificate to Williamson County.

## **IX. SECURITY BONDS**

At the time of execution of this Agreement, Vendor shall secure and retain a security bond in an amount not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) which Vendor shall maintain throughout the entire term of this Agreement. The security bond furnished by the Vendor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such security bond. The security bond furnished by the Vendor shall be in a form suitable to the County and shall be executed by a surety licensed to do business in Tennessee and reasonably acceptable to the County. The security bond shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the security bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

## **X. DEFAULT**

Except as otherwise provided herein, should Vendor default in the performance of any of the warranties, covenants, or conditions contained herein for thirty days after the County has provided the Vendor written notice of such default, and the Vendor has failed to cure such default within said period and pursues diligently to the completion thereof, the County may: i) terminate this Agreement as of any date at least thirty days after the last day of the thirty day period; ii) cure the default at the expense of the Vendor; or iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event County waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid thirty day period, such cure cannot reasonably be effected or completed, such cure period may be extended by written agreement of the parties to include such additional time as is reasonably necessary to effect or complete such cure provided the Vendor exercises continuous diligent efforts to cure such default during such extended period.

## **XI. INDEMNIFICATION AND HOLD HARMLESS**

1. Vendor shall indemnify and hold harmless Williamson County, their respective officers, agents and employees from:

a. 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;

b. 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, including, but not limited to, labor laws and minimum wage laws; and

c. Any claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Vendor's officers, employees, contractors, 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 Agreement, regardless of the cause of such injury.

2. Williamson County will not indemnify, defend or hold harmless in any fashion the Vendor, its employees, officers, contractors, subcontractors or agents from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

3. Vendor shall pay Williamson County any expenses incurred as a result of Vendor's failure to fulfill any Services or other obligations in a professional and timely manner under this Agreement.

## **XII. HEALTH AND SAFETY**

1. The Vendor will be solely and completely responsible for any injury or damage suffered or caused as a result of the Vendor's provision of Services, or Services provided on behalf of Vendor, including the health and safety of all employees, agents, and subcontractors and contractors of Vendor during the performance of the Services. This requirement will apply continuously and not be limited to normal working hours.

2. 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 Vendor 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 performance of Services whether on or adjacent to the site, giving full details.

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

## **XIII. GENERAL PROVISIONS**

1. Assignment or Subcontract. Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or the rights hereunder without the prior written consent of the other party. In the event of any assignment or transfer by the Vendor any

assumption of liability shall not relieve the Vendor of liability under this Agreement. **Should Vendor receive permission from the County to enter into a subcontract for any of the Services performed under this Agreement then the subcontract shall include the terms of this Agreement.**

2. Entire Agreement. This Agreement constitutes the entire agreement 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.

3. Specific Services. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall services provided by the Vendor in accordance with this Agreement be deemed a public function, nor has County acquired an interest, ownership, or otherwise in the property or used in providing the transportation services and/or the disposal services by virtue of this Agreement.

4. Force Majeure. From and after the date of this Agreement, the Vendor's performance may be suspended and its obligations temporarily excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Vendor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; national defense requirements; labor strike, lockout or injunction.

5. Severability. If any term, clause, or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause, or provision to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected thereby; and it is also the intention of the parties hereto that, in lieu of each term, clause, or provision that is illegal, invalid, or unenforceable, there be added by a Court of competent jurisdiction or otherwise as a part of this Agreement a term, clause or provision as similar in terms to illegal, invalid, or unenforceable term, clause, or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

6. Attorney Fees. Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event County prevails, Vendor shall pay all expenses of such action including, but not limited to, reasonable attorney fees and court costs at all stages of litigation.

7. Choice of Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be 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 Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee.

8. Resolution by Court of Law; Non-binding Mediation. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement 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.

9. Conflict of Interest. The parties agree that no part of the grant money provided for the services contemplated in this Agreement which was received from the State of Tennessee shall be paid directly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the County or the Vendor in connection with any work contemplated or performed relative to the Grant or this Agreement.

10. Lobbying. The parties certify, to the best of their knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the County or Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

11. Nondiscrimination. Both the County and Vendor hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the County or Vendor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The County and Vendor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

12. Public Accountability and Public Notice. If this Agreement involves the provision of services to citizens by the County or Vendor on behalf of the State, the parties agree to establish a system through which recipients of services may present grievances about the operation of the service program, and the party agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

13. Notices.

- a. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement 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.

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

ii. If to Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Records. Vendor shall maintain documentation for all charges against Williamson County. The books, records and documents of Vendor, insofar as they relate to work performed or money received under the 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 Williamson County, the State of Tennessee or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

15. Williamson County Property. Any Williamson County property, including but not limited to books, records and equipment, that is in Vendor's possession shall be maintained by Vendor in good condition and repair, and shall be returned to Williamson County by Vendor upon termination of the Agreement. All goods, documents, records and other work product and property produced during the performance of this Agreement are deemed to be Williamson County property.

16. Modification of Agreement. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

17. Employment of Illegal Immigrants. 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. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a vendor, contractor or subcontractor under contracts with Williamson County.

18. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this subsection 18. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this subparagraph.

19. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding Williamson County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving Williamson County in any

contract or other obligation for the further expenditure of money in excess of such appropriations.

20. Time is of the essence. Since this Project is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services and Work within the time limitations defined by the County. Failure to complete the Services or Work within the time limitations shall subject the Vendor to reduction of the Fee paid to Vendor. This section does not limit any other remedy available to the County.

21. Waiver. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

22. Broker. Vendor hereby represents that Vendor has not been retained or retained any persons to solicit or secure a Williamson County government contract upon an agreement or understanding for a contingent commission, percentage or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this subsection 22 is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a vendor, contractor, or subcontractor under Williamson County government contracts.

23. Ethical Standards. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for an 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 filing, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall 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 Vendor, contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Vendor or subcontractor under Williamson County government contracts.

24. Taxes. Williamson County shall not be responsible for any taxes that are imposed on Vendor. Furthermore, Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Williamson County.

25. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**Last Item on Page.**

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

**WILLIAMSON COUNTY, TENNESSEE**

**VENDOR**

**By:**

\_\_\_\_\_  
**County Mayor, Rogers C. Anderson**

**RECOMMENDED:  
Department Head**

**Title:** \_\_\_\_\_

**Sworn to and subscribed to before me, a  
Notary Public, this \_\_\_\_ day of**

\_\_\_\_\_  
**Department:**

\_\_\_\_\_,  
**2012, by \_\_\_\_\_,  
the \_\_\_\_\_ of Vendor and  
duly authorized to execute this**

**instrument**

**APPROVED AS TO INSURANCE:**

**on Vendor's behalf.**

\_\_\_\_\_  
**Department of Risk Management**

**Notary Public**

**My Commission Expires**

\_\_\_\_\_  
**APPROVED AS TO FORM AND  
LEGALITY:**

\_\_\_\_\_  
**Williamson County Attorney**

**FILED IN THE OFFICE OF THE  
WILLIAMSON COUNTY MAYOR:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

*Ethical Standards Affidavit*

**State of Tennessee**

**County of Williamson County**

*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 services or products contemplated in this Agreement 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 Services or 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: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

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: \_\_\_\_\_

**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

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: \_\_\_\_\_