



WILLIAMSON COUNTY GOVERNMENT

August 21, 2020

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 September 24, 2020, 2:00 p.m. Bids shall be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope shall be plainly marked: **Waste Tire Removal, September 24, 2020, 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.**

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.**

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. 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.

If you have any questions, please e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on September 18, 2020. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent



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.

BID SHEET
REMOVAL AND BENEFICIAL END-USE OF WASTE TIRES
WILLIAMSON COUNTY SOLID WASTE DEPARTMENT

Open top trailer unit price:

Disposal \$ _____
Transportation \$ _____

Van type trailer unit price:

Disposal \$ _____
Transportation \$ _____

Please list any other cost associated with your bid.

Company Name _____

Address _____

Authorized Signature _____

Printed Name _____

Phone _____

Email _____

Fax _____

Date _____

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

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter referred to as "County"), a political subdivision of the State of Tennessee, and _____ who is licensed to do business in Tennessee (hereinafter referred to as "Contractor").

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, Contractor is in the business of collecting, transporting, 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 Contractor will secure the necessary equipment, vehicles, and provide the necessary personnel for the provision of 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. "Agreement" means this document, the affidavits, the Bid Request and the Specifications for Removal and Beneficial End-Use of Waste Tires.
2. "Contract Documents" means this Agreement as defined above, Contractor's Bid Response, Contractor's Performance Bond, and all subsequent amendments agreed in writing by the parties.
3. "Contractor" shall mean _____ and all of its employees, agents, officers, or other individuals or entities that are related to Contractor.
4. "County" or "Williamson County" shall mean Williamson County, Tennessee.
5. "Department" shall mean the Williamson County Solid Waste Management Department.
6. "End-User" shall mean the individual or company who shall convert the used tires for use as another beneficial product.
7. "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.
8. "Landfill" shall mean the Williamson County Landfill located at 5750 Pinewood Road, Franklin, TN 37064.
9. "Services" shall mean the provision of all labor, equipment, activities, and material required to collect, transport, and deliver Waste Tires to End-Users as defined in the Specifications as well as fulfillment of all other obligations of Contractor as provided in this Agreement;
10. "Specifications" means the specifications defined in the Specifications for Removal and Beneficial End-Use of Waste Tires as may be amended by written change orders as provided herein.
11. "Tire Dealers" shall mean those tire companies that sell tires or services in which Waste Tires are collected.
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. Contractor shall accept tires whether they are off or on the rim.

II. REPRESENTATIONS OF CONTRACTOR

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

1. The Contractor 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 will be of high quality and without defects, and that all Services will strictly comply with the requirements of this Agreement. Any Services by Contractor or provided on behalf of Contractor not strictly complying with the requirements of this Agreement shall constitute a breach of the Contractor's warranty;
2. The Contractor is fully qualified to act as the Contractor for this Agreement and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as the Contractor to complete the Services and fulfill all other obligations contained in this Agreement;
3. The Contractor has become familiar with the types of Services needed to fulfill its obligations and the local conditions under which the Services are to be provided. The Contractor 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 Contractor;
4. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or local governments;
5. The Contractor has not, within a three (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 Contractor 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 Contractor 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.

III. TERM

The initial term of this Agreement shall be for a term of one (1) year and shall commence on _____ and extend through _____ unless otherwise terminated as provided herein. This Agreement may be extended for four (4) additional one (1) year terms. This 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 Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney for form, the County's Purchasing Agent for funding, and signed by the Williamson County Mayor. In no event shall the term of this Agreement extend beyond five (5) years.

IV. TERMINATION

1. Because County is receiving government grant funds to offset the cost of this Agreement, County may terminate this Agreement upon giving the Contractor 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. Contractor shall be compensated for the provision of the Services that Contractor performed prior to the termination date and which is required under this Agreement.
2. Should funding for this Agreement be discontinued in any manner, County shall have the right to terminate this Agreement immediately upon written notice to Contractor. Contractor shall be compensated for the provision of the Services that Contractor performed prior to the termination date and which is required under this Agreement.
3. The County may terminate this Agreement at any time upon ninety (90) calendar day's written notice to Contractor. Termination will become effective ninety (90) days after the date of the notice of

termination, unless the County's notice provides for a different termination date beyond the ninety (90) day notice. Contractor shall be compensated for the provision of the Services that Contractor performed prior to the termination date and which is required under this Agreement.

4. The parties may agree at any time to terminate upon written Agreement.

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

V. SCOPE OF SERVICE / CONTRACTOR'S OBLIGATIONS

1. The Contractor's obligations and the terms contained in the Specifications which are included herewith and made a part of this Agreement as if the Specifications were included verbatim. Contractor shall have full, complete, and sole control and direction over all aspects of its business and operation as contemplated under this Agreement.

2. The Contractor shall maintain any and all licenses, permits, or other authorizations necessary to act as the Contractor for, and to perform all Services included herein. Contractor shall at all times provide an adequate number of storage containers needed to accommodate the number of tires disposed of in the containers, as is required by Contractor to fulfill under this Agreement. Contractor shall provide the containers for the collection of Waste Tires at the sole risk and cost of Contractor. 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.

3. Contractor 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.

4. The Contractor shall ensure that it regularly exchanges empty containers on a regular basis or if notice is given by the Department to the Contractor that the containers are full, Contractor shall replace the containers within two (2) days of receipt of verbal notice. Contractor shall own or have access to backup trailers in numbers adequate to fulfill Contractor's obligations.

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

6. Contractor agrees to provide the containers to Tire Dealers at the business location of the Tire Dealers and to collect the Waste Tires and to waive the tipping fee to collect the Waste Tires unless the fee is permitted or 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 the fee which is no higher than necessary to cover the cost of Contractor's waste tire program that is not part of this Agreement, whichever is less.

7. Contractor 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. Contractor must certify to the State of Tennessee and County that the transporter, processor, or End-User is complying with all applicable state and federal laws and regulations.

VI. COMPENSATION TO CONTRACTOR

1. The Service fee due to Contractor from the County for Contractor'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 for both open top and van type trailers. However, should the 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. Contractor shall invoice County monthly for the Service fees. The invoice shall show the actual quantity in tons of tires collected, the number of trailers collected, and shall also contain the Contractor's name and address; the date and location at which the trailers were provided; a detailed description of all Services provided; and the total amount billed. Payment of non-disputed amounts shall be due thirty (30) days after receipt by County of the invoice, unless otherwise specified herein.

3. In addition to all other rights available to 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 Contractor due to:

a. The quality of Services not being in accordance with the requirements of this Agreement;

b. The quality or quantity of the Contractor's Services not being as represented in the Contractor's invoice or the invoice does not contain the required information as required in this Agreement;

c. If the County determines the Contractor 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 Contractor's failure to use the compensation previously paid to the Contractor to pay for its subcontractors, laborers, and equipment suppliers;

e. Claims made, pending, or known against County or its property in relation to this Agreement or the acts or omissions of the Contractor or any of its subcontractors;

f. Loss caused by the Contractor; and,

g. The Contractor's failure or refusal to perform any of its obligations to County.

4. In the event that County makes written demand upon the Contractor for amounts previously paid by County as contemplated in this Section, Contractor shall promptly comply with such demand.

VII. NONDISCRIMINATION

Contractor 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. Contractor agrees to execute the Fair Employment Affidavit evidencing its compliance with this section.

VIII. INSURANCE

During the term of this Agreement, Contractor shall, at its own cost and expense, maintain comprehensive general liability insurance. A certificate of insurance, in a form satisfactory to County, evidencing said coverage and naming Williamson County Government as an "additional insured with respect to the contract only" shall be provided to 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. Contractor shall provide any additional workers' compensation coverage in accordance with applicable law. Such policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. Throughout the term of this Agreement, Contractor shall provide an updated certificate of insurance upon expiration of the then current insurance certificate to County. All insurance provided by Contractor and subcontractors in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

IX. SECURITY BONDS

At the time of execution of this Agreement, Contractor 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 Contractor shall maintain throughout the entire term of this Agreement. The security bond furnished by the Contractor 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 Contractor 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 Contractor default in the performance of any of the warranties, covenants, or conditions contained herein for thirty days after the County has provided the Contractor written notice of such default, and the Contractor 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 Contractor; 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 (30) 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 Contractor exercises continuous diligent efforts to cure such default during such extended period.

XI. INDEMNIFICATION AND HOLD HARMLESS

1. Contractor shall indemnify and hold harmless 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 Contractor, 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 Contractor, 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 County by any of Contractor'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. County will not indemnify, defend, or hold harmless in any fashion the Contractor, 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 Contractor may provide.
3. Contractor shall pay County any expenses incurred as a result of Contractor's failure to fulfill any Services or other obligations in a professional and timely manner under this Agreement.

XII. HEALTH AND SAFETY

1. The Contractor will be solely and completely responsible for any injury or damage suffered or caused as a result of the Contractor's provision of Services, or Services provided on behalf of Contractor, including the health and safety of all employees, agents, and subcontractors and contractors of Contractor

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 Contractor must promptly report in writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out of or in connection with the performance of Services whether on or adjacent to the site, giving full details.

3. If a claim is made by anyone against the Contractor on account of any accident or incident of loss related to the provision of Services, the Contractor 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, 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 Contractor any assumption of liability shall not relieve the Contractor of liability under this Agreement. **Should Contractor 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 Contractor 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 collection, transportation and/or the disposal services by virtue of this Agreement.

4. Force Majeure. From and after the date of this Agreement, the Contractor'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 Contractor. 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. Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of this Agreement, or in the event County prevails, Contractor 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 exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee or in federal court located in Davidson 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 Contractor in connection with any work contemplated or performed relative to any grant received by the County concerning the Services provided by the Contractor to the County 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor:

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

15. County Property. Any County property, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to County by Contractor upon termination of this Agreement. All goods, documents, records, and other work product and property produced during the performance of this Agreement are deemed to be 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 Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a Contractor, contractor, or subcontractor under contracts with 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 County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving 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 Agreement is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services within the time limitations defined by this Agreement and if not specifically defined by this Agreement by the Department. Failure to complete the Services within the time limitations shall subject the Contractor to reduction of the fee paid to Contractor. 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. Contractor hereby represents that Contractor 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 Contractor, 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 Contractor, 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 Contractor or subcontractor under Williamson County government contracts.

24. Tennessee Open Records Act. Contractor understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

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

26. Force Majeure. Except as set forth in this Section, any failure or delay by a party in the performance of the obligations under the Agreement arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party ("Force Majeure Event") shall not be a default under the Agreement or grounds for termination except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, workaround plans, or other means. The occurrence of any event affecting Contractor's representatives, suppliers, subcontractors, customers, or business apart from the Agreement is not a Force Majeure Event under this Agreement. The non-performing party must notify the other party of any delay caused by a Force Majeure Event that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any force majeure event results in a delay in the non-performing party's performance longer than forty-eight (48) hours, the performing party may, upon notice to the non-performing party: (a) cease payment of any fees until the non-performing party resumes performance; or (b) immediately terminate this Agreement, in whole or in part, without further payment or obligation to perform. The non-performing party will be excused from performing those obligations directly affected by the force majeure event, and only for as long as the force majeure event continues, provided that the non-performing party continues to use diligent, good faith efforts to resume performance without delay.

27. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding the County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving the County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

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

29. 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.

AFFIDAVITS AND SIGNATURE PAGE FOLLOWS

(Remainder of the page left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this ____ day of _____, 2020, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

WILLIAMSON COUNTY, TENNESSEE:

Williamson County Mayor, Rogers Anderson

**RECOMMENDED:
Department Head**

Department:

Contractor's

APPROVED AS TO INSURANCE:

Department of Risk Management

**APPROVED AS TO FORM AND
LEGALITY:**

Williamson County Attorney

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

Date: _____

CONTRACTOR:

By: _____

Title: _____

**Sworn to and subscribed to before me,
A Notary Public, this ____ day of
_____, 2017, by**

**_____, the _____
of Contractor and duly authorized to
execute this instrument on**

behalf.

Notary Public

My Commission Expires _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or 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: _____