Roane County is inviting sealed bids for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Invitation to Bid (ITB), the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT 200 EAST RACE STREET, SUITE #3 KINGSTON, TENNESSEE 37763

Bid Number: B2014-30/171
RECYCLE ROLL-OFF BOXES

Open Date & Time: May 8, 2014 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, Purchasing Agent

Phone: 865-376-4317 Fax: 865-376-4318

Email: Ifarnham@roanegov.org

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective
of this bid is to select suppliers in such a manner as to provide for open and free competition and
comparability.

BID PREPARATION & SUBMISSION

- Bidders are expected to examine any drawings, specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
- 2. The total bottom line cost will be determined by multiplying each item bid price times the quantity requested and adding the extended dollar figures.
- 3. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
- 4. All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
- 5. All bids must meet or exceed the enclosed specifications. Bidder must indicate the manufacturer's name and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied by the successful bidder shall be new and unused and meet all OSHA standards. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Roane County. Any exceptions to the specifications must be clearly noted, documented and have prior approval to be submitted as an approved alternate.
- 6. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the bidder to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be bid, five (5) days prior to the bid the bidder must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
- 7. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
- 8. Delivery charges are to be prepaid and included in the bid pricing.
- 9. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
- 10. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time

11. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department 200 East Race Street, Suite #3 Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

- The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
- 2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

BID PERIOD

The contract will be awarded for the period of one (1) year from the date of bid opening. Roane County
reserves the right to purchase additional items against this bid on an "as needed" basis if pricing remains
the same.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

- 1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
- 2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
- 3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

- 1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
- 2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
- 3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
- 4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
- 5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
- 6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

- 1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

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

VENDOR QUALIFICATION

- 1. Potential bidders must meet the following criteria:
 - Be able to provide a quality product as specified
 - Offer reasonable pricing
 - Provide dependable delivery of items ordered
 - Meet specifications and bid conditions
 - Demonstrate successful past performance
- 2. A potential bidder may be rejected for one or more of the following reason:
 - Inadequate or unacceptable product lines
 - Bidding remanufactured or reconditioned items
 - Bidding alternate to approved item without notice prior to bid opening
 - Documented unacceptable product

INSURANCE

- 1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
- 2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

 This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

 Bidders are required to have a current business license at the time the bids are submitted. Bids from vendors without a current business license will be disqualified. If the bidder is an out of county vendor it is the bidder's responsibility to determine if a Roane County Business License is required. 2. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

- 1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
- Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no
 action by Roane County shall constitute a waiver of any such rights or remedies. In the event of
 termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or
 without competitive bid.
- 3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.
- 4. Reasons for product rejection may be any one of the following:
 - Quality
 - Price
 - Serviceability of item (damage)
 - Product does not meet bid specifications

BREACH OF CONTRACT

- 1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

DELIVERY

- 1. All items included in this Invitation to Bid is to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to replace any damaged components or equipment at no charge.
- 2. Roane County shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense.

INSPECTION AND ACCEPTANCE

1. Warranty periods shall not commence until Roane County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Roane County. Roane County reserves the right to reject any or all items or services not in conformance with applicable specifications, and contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

INVOICES AND PAYMENTS

- 1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
- 2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

- 1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- 2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
- 4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

Bid Number: B2014-20/171 – RECYCLE ROLL-OFF BOXES VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1.	Vendor Name						
2.	Address						
	City	State	Zip Code				
3.	Contact Person (Pleas	e Print)					
4.	Telephone Number		Fax Number				
5.	Vendor's e-mail addres	ss					
6.	Authorizing Signature_						
7.	Title of Person Signing	Bid					
8.		· ·	e receipt of: (please write "y	•			
9.	discount offered:		will be allowed for prompt p				
of diff	Tennessee to purchase	these items or services a	•	governmental agencies in the State harges may be adjusted to reflect ative Purchasing.			
<u>sc</u>	CHOOL CONTRACTS O	<u>ONLY</u>					
coi Inv	ntractors to facilitate a drestigation and the Federa	riminal history check, incl I Bureau of Investigation for	luding fingerprinting, conduc	apter 587 of 2007 which requires all ted by the Tennessee Bureau of actor personnel before permitting the bunds?			
	YesNo						

Bid Number: B2014-20/171 – RECYCLE ROLL-OFF BOXES NON –COLLUSION, INDEPENDENT PRICE DETERMINATION, NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned Caucasian Owned Native American Owned Other Owned	Asian Owned Hispanic Owned Woman Owned	
	Signature	
	Title	

Bid Number: B2014-20/171 - RECYCLE ROLL-OFF BOXES

BUSINESS TAX & LICENSE AFFIDAVIT

Please sign the affidavit below stating that your company does have a Business License and that your Business Taxes are current.

The	undersigned	states	that	he/she	has	legal	authority	to	swear	this	on	behalf	of
		(Vendor)	; and	that Ver	ndor is	not in	any mann	er in	violatio	n of 7	Tenne	ssee C	ode
Annotated,	§5-14-108(I) w	hich prov	/ides 1	that "no	purcha	ase sha	all be mad	e or	purchas	e ord	er or	contrac	t o
purchase is	ssued for tangi	ble perso	nal pr	operty o	r servi	ces by	county off	icials	or emp	oloyee	s, ac	ting in t	hei
official capa	acity, from any f	irm or ind	lividua	l whose l	busine	ss tax c	or license is	delii	nquent".				
Affia	ant affirms and	warrants	that C	Contracto	r's lice	enses a	re currently	y vali	d and a	II busi	ness	taxes h	ave
been paid	and are current	as of the	e date	of this	affidav	it. Cont	ractor is lic	cense	ed and p	ays b	usine	ss taxe	s in
	Count	y, Tennes	ssee.										
						VENI	DOR						
						Ву: _							
						Title:						-	
						Date:							
						Witne	ess:					-	
						Date:	:						

RECYCLING CONTAINERS SPECIFICATIONS

<u>INTENT</u>

This specification describes a 38-yard outside rail, compartmentalized container with the following minimum specifications considered necessary to perform the work assigned. The containers shall be capable of storing cardboard, newspapers and other recyclables and is to be compatible with outside rail hoist of a roll-off truck. The manufacturer shall have produced this roll-off container for a period of at least one (1) year. Roane County will be purchasing three (3) of these containers.

GENERAL TERMS

All equipment furnished under this contract shall be new and unused. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.

GUARANTEE

All containers shall have a minimum one (1) year warranty against defects in materials and workmanship. Bidders shall state all applicable warranties with their bids.

Total bid price shall include primer and paint on all exterior surfaces of the container including the underside of the container ton include the understructure of the container in its entirety. Total bid prices shall include all associated costs including deliver and installation.

CONFIGURATION

Recycling containers shall incorporate a rectangular configuration and shall incorporate the use of a rectangular roof structure. The roof structure shall utilize a minimum of six (6) each 30" x 30" horizontally sliding, lockable plastic doors. In addition, there shall be an 8" x 72" slot for cardboard loading with a hinged door and latch to prevent blowing litter (refer to the attached drawing A).

BIDDER MEETS OR EXCEEDS SPECIFICATIONS

<u>Yes</u>	<u>No</u>	
		SIZE Length: 276 inches Width: 96 inches Overall Height: 90 inches Loading Height: 57 inches Capacity: 38 cubic yards
	 	FLOORS 10 gauge steel 1 ¼ inch steel plate pull hook with ¾ inch pull plate Rear greasable 8" steel wheels Front greasable 4" steel rollers
		<u>UNDERSTRUCTURE</u> Longitudinal rails to be a minimum of 1/4" x 2" x 6" rectangular tubing Cross members to be 3" channel, placed on 18 inch centers
		SIDES/BODY Container body, rear door, bulkhead, to be made from 12 gauge steel Bottom of side sheets and tubes fully welded to floor plate Five each – sidewall support to be made of 12 gauge steel incorporating a pressed "V" centered vertically on each channel
 		DIVIDERS/COMPARTMENTS Dividers have the capability of being actuated from the driver's side of the recycling container during dumping Dividers have the capability of being installed/removed as needed wit the use of ordinary hand tools & hinged from the top of the container. Side doors: three 30" x 30" lockable poly plastic or metal doors and one 48' long slotted opening for cardboard on each side (see enclosed drawing) Containers to have two internal dump panels (dividers) with cam locks making three compartments. The size of the compartments should be as shown on the enclosed drawing "A".
		REAR DOOR Sheet steel with top and side columns formed from 12 gauge steel Bottom members to be 3" x 4" x 3/8" structural tubing, to brace into door perimeter columns All columns and braces capped Tailgate latch – (Indicate which you will use) Ratchet type tailgate hatch

BIDDER MEETS OR EXCEEDS SPECIFICATIONS

<u>Yes</u>	<u>No</u>	Rear door to open at full height and width of the container (required) Rear door to open with a side swing and shall be able to be secured for dumping.
		PULL PLATE A minimum ¾ inch pull plate shall incorporate a minimum of 1 ¼ inch pull hook

CONTAINERS SHALL BE PAINTED GREEN.

SUCCESSFUL BIDDER SHALL DELIVER THREE (3) WITH DIVIDERS & FOUR (4) SLIDING DOORS, ROLL-OFF RECYCLING CONTAINERS WITH ALL EQUIPMENTMENT MOUNTED AND FIELD READY TO ROANE COUNTY, TENNESSEE. NO EXCEPTIONS SHALL BE MADE.

THE RECYCLING CONTAINERS MUST BE THE LATEST AVAILABLE MODEL.

	Each Price	Extended Price
Price Complete as Specified (3 Each)		
Warranty Period		
Delivery Time		

FRONT Auminum 15% ROME COUNTY RECYCLING Paper 35 % PAPER ONLY CHRDBONRD ONLY Cardboard 50% 回

REAR