

Anderson County Government

INVITATION TO BID (Formal)

Natalie Erb, Finance Director
100 North Main Street, Courthouse, Rooms 214 and 218
Clinton, Tennessee 37716
(865) 457-6218
Submit all questions to: purchasing@andersontn.org
(865) 457-6252 Fax

Bid No.: 4754

Date Issued: April 6, 2017

**Bids will be received until
11:30 a.m. Eastern Time on May 4, 2017**

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

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



Natalie Erb, Finance Director

Services or Supplies

Scrap Tire Removal- Anderson County Government, Clinton, TN

****See Attached Specifications****

****It is our intent to request a (3) three-year contract with an option to renew for 2 additional years, in 1-year increments, exercisable at the sole discretion of the County****

All vendors must submit 1 original and 1 copy, including brochures, of their bid.

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

**ANDERSON COUNTY PURCHASING
100 N. Main Street
Room 214
Clinton, TN 37716**

SCRAP TIRE REMOVAL SERVICES

Bid NUMBER #4754

**Opening: May 4, 2017
11:30am**

TITLE: SCRAP TIRE REMOVAL SERVICES

Proposals will be received at the Purchasing Agent, Anderson County Courthouse, 100 N. Main Street, Room 214, Clinton, TN 37716 until 11:30 A.M. Local Time on May 4, 2017 at which time they will be opened. Proposals Binding 120 Days: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 calendar days following proposal opening date, unless the respondent(s), upon request of the Purchasing Agent, agrees to an extension

The County reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the County.

GENERAL INSTRUCTIONS

1. **INSTRUCTIONS AND FORMS:** Instructions and forms may be obtained in person or by mail from Purchasing, Anderson County Courthouse, Room 214, Clinton, TN 37716, or at <http://andersontn.org/purchasing.html>
 - (a) All proposals must be submitted on and in accordance with forms for this purpose which are available at the Purchasing Department.
 - (b) All proposals must be submitted in sealed, plainly marked envelopes.
 - (c) All proposals must be signed by an authorized officer or agent of the company submitting the proposal and delivered in sealed envelopes to the Purchasing Agent, Anderson County Courthouse, Room 214, Clinton, TN 37716 no later than the time and date indicated above. Proposals received after the time and date indicated above will not be considered.
 - (d) Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
 - (e) The County will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the County Purchasing Agent.

2. **VENDOR RESPONSIBILITIES:**

Proposer agrees to provide Anderson County the following services:

1. At a minimum three (3) 45-foot trailers (appropriately licensed and permitted) to be located at the county collection site on the 1480 Blockhouse Valley Road to receive scrap tires. If, and when, requested by the County additional trailers will be provided within seven (7) calendar days. The proposer may provide larger trailers (up to 53-foot) to maximize efficiency.
2. Disposal of the tires through acceptable recycling applications that is approved by the State of Tennessee (burning whole in cement kilns, TDF in industrial boilers, crumb rubber products, etc.)
3. Processing the State manifests, as appropriate, to facilitate reimbursement of the County by the Department of Environment and Conservation. This includes obtaining certified weights for all waste tires processed.

The County (or others designated by the County) will be responsible for loading tires dropped off at the collection site into each trailer. The Proposer agrees to pick up each trailer and station an empty trailer within seventy-two (72) hours of receiving a pick up request from the County.

The Proposer shall be responsible for obtaining certified weights for all waste tires received for processing/end-use.

2. AWARD OF CONTRACTS:

- (a) The County Purchasing Agent shall award all contracts to the responsive, responsible proposer respondent as determined by the County Purchasing Agent.**
- (b) The County Purchasing Agent reserves the right to reject any or all proposals or parts of proposals, when in the County Purchasing Agent's reasoned judgement, the public interest will be served thereby.**
- (c) Any other considerations for the award will be stated in the proposal.**
- (d) The County Purchasing Agent, may waive formalities or technicalities in proposals as the interest of the County may require.**
- (e) The County Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation shall be stated in the proposal invitation.**

- 4. EXCEPTIONS: The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.**

ANDERSON COUNTY PURCHASING, TENNESSEE

SCRAP TIRE REMOVAL SERVICES

SPECIFICATIONS

1 SCOPE:

It is the intention of Anderson County, hereinafter called County, to enter into a contract with a qualified contractor to provide scrap tire removal services for Anderson County Government.

2 APPLICATION:

The service is to be performed for the Anderson County Solid Waste Management.

3 BACKGROUND:

- 3.1 Anderson County must comply with State of Tennessee Regulations, which prohibits landfilling of scrap tires.
- 3.2 Anderson County intends to continue accepting scrap tires at the Anderson County Blockhouse Valley site and contract with a contractor(s) to handle tire removal services which include recycling where possible and/or feasible in order for the County to realize recycling credits.

4 PROPOSER'S QUALIFICATIONS:

- 4.1 All proposers shall be engaged in providing hauling and/or scrap tire recycling/ processing services in the public and/or private sectors for a period of no less than 1 year, and shall have a hauling/processing license from the Tennessee Department of the Environment.
- 4.2 The County reserves the right to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.

5 CONTRACT PERIOD:

- 5.1 Contract for 3 years commencing on or July 1, 2017 after approval and proper execution of the contract documents, with an option to renewal for 2 additional years, in 1-year increments, exercisable at the sole discretion of the County.
- 5.2 In the event the County exercises its option to renew this contract beyond the initial 3-year period, the prices for each renewal term shall be the price bid for the initial contract plus the CPI adjustment defined in paragraph 6.

6 PRICE ADJUSTMENT:

- 6.1 In order to protect the interest of the County and to give the contractor a reasonable basis for bidding, a CPI price adjustment feature is hereby incorporated into the specifications each year and contract documents and shall be binding on the contractor and the County.
- 6.2 In submitting proposals, each contractor shall set forth the amount they will accept for the first year in payment for services and materials in accordance with the contract.
- 6.3 Payment under this contract will be adjusted each succeeding year effective on the contract anniversary date should the Bureau of Labor Statistics Consumer Price Index, CPI.
- 6.4 A review of the January Consumer Price Index will be made each year prior to the contract anniversary date and the price adjustment will be effective on the contract anniversary date through the ensuing year.

6.5 Adjustment will be calculated by comparing the base index in effect for each contract, rounded to the nearest tenth of a percentage point.

6.6 The contractor hereby agrees to accept payments adjusted in this manner as full compensation for services and/or materials delivered.

7 **QUANTITIES:**

7.1 The successful proposer shall provide scrap tire removal services from Anderson County's Blockhouse Valley Site for all waste tires estimated at approximately 900 tons per year (automobile, truck and tractor).

7.2 The County is obligated during the period stipulated to purchase all of its normal requirements of the supplies or services specified from the successful proposer and the successful proposer is obligated to supply the quantities which the County requires for its operation.

7.3 The quantities stated herein are given as a general guide and are not guaranteed amounts.

7.4 Actual requirements may be more or less than those estimated herein. Anderson County Purchasing does not warrant the estimates as appear in paragraph 7.1 above. Unclassified tire quantities may also include, but are not limited to, mounted tires, bicycle tires, heavy equipment tires, tubing, and any other tire accessories encountered.

7.5 Should a need arise for supplies or services which are not available from the successful proposer, the County reserves the right to secure such services from other sources to meet its immediate needs without prejudice of the contract.

8 **INDEMNITY:**

8.1 If a contract is awarded, the successful proposer will be required to indemnify and hold the County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the proposer's performance of the contract awarded.

8.2 Any property or work to be provided by the proposer under this contract will remain at the proposer's risk until written acceptance by the County; and the proposer will replace, at proposer's expense, all property or work damaged or destroyed by any cause whatsoever.

9 **COUNTY SAVED HARMLESS/INSURANCE REQUIRED:**

9.1 **Professional Liability:**

9.1.1 The proposer shall defend, indemnify and save harmless the County from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the proposer, their servants, and agents under this agreement.

9.1.2 Monies to become due the proposer under the contract as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the proposer furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

9.2 **General Liability:**

9.2.1 The proposer shall defend, indemnify and save harmless the County from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal

injury) or property damage as a result of its work, caused or alleged to be caused by negligence of fault on the part of the proposer, their servants, or agents.

9.2.2 Monies to become due the proposer under the contract as may be considered necessary by the County shall be retained by the County until such suits or claims for damages have been settled or until the proposer furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

9.3 The proposer will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

9.4 The proposer shall provide the County with certificates of insurance, within 10 days of proposal award notification, evidencing the coverage required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Proposer must provide certificates of insurance before commencing work in connection with the contract.

9.5 The providing of any insurance required herein does not relieve the proposer of any of the responsibilities or obligations assumed by the proposer in the contract awarded or for which the proposer may be liable by law or otherwise.

9.6 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

10 SUBMISSION OF PROPOSAL DOCUMENTS:

10.1 The submission of a proposal on this service will be considered as a representation that the proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be serviced as described in the attached specifications and other contract documents and that the proposer is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proposer is familiar with all Federal, State and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work.

10.2 In responding to this proposal, each proposer shall include:

- Name of firm submitting proposal; office address; and when they were organized. If the respondent is incorporated, when and where incorporated.
- Statement and discussion of the contract requirements and intended approach as they are understood and analyzed by the proposer.

10.3 Considering Anderson County Purchasing Agent's desire to entertain proposals for removal of scrap tires and transport to 1 or more destinations to effect the lowest cost and maximize recycling credits, the proposer shall respond by proposing one or more of the following destinations for scrap tires:

- Primary scrap tire collection facility licensed in Tennessee.
- Scrap tire processor licensed in Tennessee.
- Alternative fuel utilization facility licensed in Tennessee.
- Out of state facilities sanctioned in that state.

10.4 State specified sites and types of scrap tires accepted by receiving facilities. Also indicate if proposer has existing contracts with receiving facilities and/or haulers. All Tennessee facilities shall be licensed by the Tennessee Department of the Environment. Out of state facilities shall be licensed in the respective state and shall be acceptable to the State of Tennessee, Department of Environment.

10.5 Indicate method(s) of collection from Anderson County Blockhouse Valley Center for various types of tires and what, if any, Anderson County Blockhouse Valley Center assistance is required in sorting, loading, or providing other support to the proposer.

10.6 Indicate if a backhaul arrangement will be utilized from the Anderson County Blockhouse Valley Center and explain how this backhaul will reduce Anderson County's cost and/or assistance.

10.7 A description of the proposer's organization and staff experience.

10.8 A description of the firm's qualifications and experience to perform the work described in this Request for Proposal. Information related to experience should include direct experience with the types of tasks indicated in specifications, paragraph 17.

10.9 Three references for whom your organization has conducted similar services during the past 1 year. Client name, address, telephone number, and contact person shall be included. References may be contacted by the County.

10.10 To assure a uniform review process and to obtain the maximum degree of comparability, information in each proposal shall be presented in the order specified above.

10.11 Technical proposal content shall be concise and clear. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. The County does not desire elaborate art work, expensive paper, bindings, visual and other presentation materials.

10.12 All proposers are encouraged to submit literature or responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

11 AWARD CRITERIA:

Anderson County Purchasing intends to make award to the responsive responsible proposer based on the following evaluation criteria:

Proposer's responsiveness in clearly stating proposer's technical understanding of the work to be performed.	10%.
Proposer's intended method of scrap tire collection, hauling, storing, and processing; and amount of County assistance required.	10%.
County's ability to claim recycling credits for tires removed	10%.
Proposer's experience.	25 %.
Proposer's reputation and client satisfaction, as determined by interviews with references.	10%.
Proposer's ability to begin performing the service by July 1, 2017.	10%.
Proposer's firm unit price(s) and annual estimated costs for the services as outlined in the proposal. Price may not be the determining factor for award.	25%.

12 METHOD OF PURCHASE:

A purchase order will be issued by the Purchasing Agent for all work performed under this contract prior to actual work being started.

13 BILLING AND PAYMENT:

13.1 The proposer shall submit **one** invoice in triplicate for services provided to:

Anderson County Courthouse
Accounts & Budgets Office
100 N. Main Street
Room 210
Clinton, TN 37716

13.2 Each invoice shall include the following information:

13.2.1 Purchase Order Number;

13.2.2 Date Each Service Performed;

13.2.3 Itemized List of Services Performed. Including landfill (out-bound) weigh tickets for loads removed from Blockhouse Valley site

14 EXCEPTIONS:

The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the proposer agrees to meet all requirements of the request for proposal.

15 TERMINATION:

15.1 **Termination for Convenience:** Anderson County Purchasing Agent may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the proposer. Anderson County shall pay all reasonable costs incurred by the proposer up to the date of termination. However, in no event shall the proposer be paid any amount, which exceeds the price bid for the work performed. The proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

15.2 **Termination for Default:** When the proposer has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of Anderson County Purchasing Agent. Failure on the part of a proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in reprocurring and completing the work.

16 NON-ASSIGNMENT OF CONTRACT:

The proposer shall not assign the contract, or any portion thereof, except upon the written approval of the Anderson County Purchasing Agent.

17 SPECIFICATIONS:

17.1 The successful proposer shall provide the services as called for in these specifications. The successful proposer shall remove scrap tires from Blockhouse Valley site and shall deliver them to an -licensed or approved primary scrap tire collection facility, processor, or alternative fuel utilization facility if the facility is located in Tennessee. Out of state facilities to which the successful proposer delivers tires shall be licensed by the state where located and shall be acceptable to.

17.2 **Definitions -** For the purpose of these specifications, the following definitions shall apply:

17.2.1 Scrap tire means any tire or part of a tire that no longer is suitable for its original intended purpose by virtue of wear, damage, or defect, excluding scrap tire parts for which there is a written agreement for the purchase or acceptance of the material only when, at the discretion of the, the

exclusion is specifically given by in writing. Scrap tires include auto tires as defined in 17.2.8 and unclassified tires as defined in 17.2.9.

- 17.2.2 Scrap tire recycling means an approved and licensed procedure to process scrap tires to a form of raw materials or products that may be returned to the marketplace.
- 17.2.3 Primary scrap tire collection facility means a scrap tire collection facility where 1,501 scrap tires or more are accumulated on site at any one time.
- 17.2.4 Secondary scrap tire collection facility means a scrap tire collection facility where 51 - 1,500 scrap tires are accumulated on site at any one time.
- 17.2.5 Scrap tire processor means a facility located in or outside the State of Tennessee for collecting, recycling, or otherwise processing scrap tires that is approved or licensed by the State of Tennessee.
- 17.2.6 Alternative fuel utilization facility means a facility where whole or processed scrap tires are used as a fuel or supplemental fuel in a furnace and may include recycling a fraction of the scrap tire.
- 17.2.7 Scrap tire hauler means a person who, as a part of a commercial business approved and licensed by, transports scrap tires in the state to or from a scrap tire facility processor, or alternative fuel utilization facility.
- 17.2.8 Auto tire means a conventional, whole tire, without wheel, which commonly weighs between 20-24 pounds.
- 17.2.9 Unclassified tire means any tire not specifically in the "auto tire" category and includes any tires mounted on wheels, oversize tires, heavy equipment tires, motorcycle/bicycle tires, etc., and may include pieces of tires, tubes, and other accessories.
- 17.3 Anderson County requires that all scrap tire removal services conform with. Applicable State Laws and regulations promulgated by Tennessee Department of Environmental Conservation. Anderson County shall require submittal of final disposition information from all Tennessee or out-of-state processors. Reporting shall include County tonnages of tires processed/recycled at each receiving facility, and must include tonnages hauled to each initial delivery point if not the final destination for processing. All reports shall be made in a format acceptable to the County. All hauling within Tennessee shall be performed by haulers licensed by the State of Tennessee.
- 17.4 Anderson County Solid Waste Management prefers that all scrap tire handling, sorting, loading, and any other means of County assistance required be limited to a minimum.
- 17.5 Anderson County Purchasing will entertain proposals requiring the County to assist proposers in loose loading scrap auto tires from the resident's drop-off area.
- 17.6 All tires, including mounted-on-wheel tires or any other tire attached material removed from the Blockhouse Valley Center, becomes the property of the proposer upon initial removal from the Blockhouse Valley Center.
- 17.7 Scrap tire removal shall be carried out so that the stockpiles never exceed the permitted limit of 1,500 scrap tires on the landfill site. This is the regulatory limit for a licensed secondary scrap tire collection facility.
- 17.8 Proposer shall state price per ton for all removal services related to sorting, loading, transporting, storage, recycling, processing or other means of final disposition of scrap tires in accordance with State of Tennessee regulations or other governing authorities.

BID NUMBER: 4754

BID TITLE: Scrap Tire Removal

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids **MUST** be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid reach the Purchasing Department. If the bid is not delivered to the correct location by the correct time it is not considered.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

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

**Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>**

(865) 457-6218 Phone
(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

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

1.3 QUESTIONS: Pursuant to TCA §12-4-113, 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 within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record. **1.5 TAXES:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at any time.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.

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

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

1.18 DUPLICATE COPIES: Anderson County requires that all vendors submit one original and two exact copies of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental

entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department 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. The Purchasing Agent must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.

1.21 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.22 TERMINATION: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.23 OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

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

1.26 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Anderson County and, 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, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

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

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

1.32 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.33 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.34 UNIT PRICE: Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.36 PRE-BID CONFERENCES: Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

1.37 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website www.andersontn.org/purchasing up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

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

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

1.40 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

BID NUMBER: 4754
BID TITLE: Scrap Tire Removal

**SECTIONS: 2, 3, AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH
YOUR BID AS PART OF THE CONTRACT BID DOCUMENTATION.**

SECTION 2 - BID INFORMATION

- 2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
- Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____
- 2.2 Please list and include in your bid packet all warranty information concerning length and coverage below ("Standard Mfg. Warranty" is unacceptable):
- 2.3 _____
Guaranteed days until delivery after receipt of purchase order:
- 2.4 _____
Additional Shipping, Freight or Handling Fees \$ _____ Total. **(To be added to bid.)**
- 2.5 If bid varies from the specifications, make full explanation.
- 2.6 Payment terms shall be _____% _____ days. Offers of less than 20 days will not be considered in bid evaluation. Anderson County's normal payment terms of Net 30 will be adopted if no other terms are quoted and accepted.
- 2.7 Bid Pricing will remain stable _____ days from bid opening.
- 2.8 Bidding on "all or none" basis _____.
Bidding on "low item" basis _____.
(Please check one)
- 2.9 Will you honor additional purchases at this same price? _____ Yes _____ No
- 2.10 Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

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

State of Tennessee Business License Number:
License # _____

State of Tennessee Contractors' License Number: (See item 1.11)
License # _____

SECTION 3 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or Employer Identification Number: _____

What is the major service or product your company provides?
(Explain/Describe) _____

The undersigned agrees if bid is accepted, to furnish all license information.

Authorizing Signature:

(Please sign original in blue ink)

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

BID NUMBER: 4754
BID TITLE: Scrap Tire Removal

SECTION 4 - INSURANCE REQUIREMENT CHECKLIST

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

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

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

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

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

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

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

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

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

Bidders Statement and Certification

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

Vendor's Name

Authorized Signature



DIVERSITY BUSINESS INFORMATION

SECTION 5 – DIVERSITY DEFINITIONS

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

“MINORITY” means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

“MINORITY BUSINESS ENTERPRISE” shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

“WOMEN BUSINESS ENTERPRISE” shall mean a woman owned business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

() Corporation () Partnership () Limited Liability () Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No ___

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native ____%
- African American ____%
- Hispanic ____%
- Asian/Pacific Islander ____%
- Other ____% _____ (please indicate)

Please name the entity of certification: _____

Please provide a copy of certification letter or certificate.

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

Certifying Agencies

Revised 11/09/15

Tennessee Department of Transportation
Small Business Development Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0347
(888)370-3647
(615)741-3681
www.tdot.state.tn.us/civil%2Drights/smallbusiness/

Memphis Area Transit Authority
1370 Levee Road
Memphis, TN 38108-1011
(901)722-7138
www.matatransit.com

Chattanooga Area Regional Transportation
Authority
1617 Wilcox Blvd.
Chattanooga, TN 37406
(423)629-1411
www.carta-bus.org

Nashville Metropolitan Transit Authority
130 Nestor Street
Nashville, TN 37210
(615)862-5969
www.nashvillemta.org

If you wish to be considered for ACDBE certification, you will need to complete the Airport Concession DBE certification application package, which can be accessed at:

Memphis/Shelby County Airport Authority
2491 Winchester Road, Suite 113
Memphis, TN 38116
(901)922-8000
www.mscaa.com

Metropolitan Nashville Airport Authority
One Terminal Drive, Suite 501
Nashville, TN 37214-4114
(615)275-1620
www.flynashville.com

Chattanooga Metropolitan Airport Authority
1001 Airport Road, Suite 14
Chattanooga, TN 37421
(423)855-2202
www.chattairport.com

Metropolitan Knoxville Airport Authority
P.O. Box 15600
Knoxville, TN 37901-5600
(865)342-3062
www.flyknoxville.com

The following member agencies can be accessed for your information:

Smyrna Airport Authority – (615)459-2651 www.smyrnaairport.com

Tri Cities Airport Authority – (423)325-6044 www.triflight.com

Jackson Airport Authority – (731)423-0995 www.mklairport.com

Jackson Transit Authority – (731)423-020 www.ridejta.com

Clarksville Transit System – (932)553-2430 www.cityofclarksville.com

Greater Nashville Regional Transportation Authority – (615)862-8869 www.gnrc.org

Knoxville Area Transit – (865)215-7830 www.ci.knoxville.tn.us/kat/

Johnson City Transit – (423)434-6269 www.johnsoncitytransit.org