

Anderson County Government

Request for Proposals

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


RFP No.: 2319

Date Issued: April 21, 2023

**Proposals will be received until
2:30 p.m. Eastern Time on May 19, 2023**

Sealed solicitations are subject to the **General Terms and Conditions** and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

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


Robert J. Holbrook, Director of Finance

BID DESCRIPTION

Request for Municipal Solid Waste Services.

Proposals must be submitted in a sealed envelope/box with the RFP # clearly labeled.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kajmeri@andersoncountyttn.gov

ANDERSON COUNTY
Request for Proposals #2319
Municipal Solid Waste (MSW) Disposal Services

1. Statement of Intent

Anderson County Government, hereinafter “The County”, is requesting proposals from responsible vendors for the safe, efficient, and environmentally sound disposal of Municipal Solid Waste (MSW) and certain special wastes generated and collected within both the corporate city limits and the boundaries of the county at a disposal site meeting specified requirement. The County intends to enter into a twenty-year contract, starting July 1, 2023, with the successful proposer, dependent upon annual appropriations.

Vendor Registry will be the official repository of this RFP. All questions must be emailed to kajmeri@andersoncountyttn.gov and purchasing@andersoncountyttn.gov. All Q&A documents and any amendments will be posted on Vendor Registry. Late RFP responses will not be accepted.

Any submission of proposals may be withdrawn up until the date and time for opening of the proposals. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

2. Scope of Work

The County will collect or have collected MSW and certain special wastes generated and collected within the municipalities and the boundaries of Anderson County for disposal at a Class I sanitary landfill.

The County has three primary sources of MSW to be disposed of under this agreement:

Residential Collection - The municipalities of Oak Ridge, Clinton, Oliver Springs, Norris, and Rocky Top contract the weekly collection of household trash from approximately 20,000 households. The current contract holder for collection is Waste Connections of Tennessee.

Private Citizens – Anderson County residents drop off waste at Chestnut Ridge landfill, disposing of approximately 3,000 tons per year.

Convenience Centers - The County also contracts with Waste Connections of Tennessee, collecting approximately 16,000 tons of waste collected at six Convenience Centers, most of it collected in roll-off containers delivered by roll-off trucks and may have some incidental materials delivered by truck.

The County makes no guarantees regarding the future volumes or amount of solid waste tons as part of this disposal solicitation. Should the need arise, County reserves the right to purchase these services from other sources.

Below is annual tonnage information for all sources of MSW over the past three calendar years:

COUNTY WASTE STREAM HISTORY (IN TONS)

	MSW from Convenience Centers:	Residential Trucks	Private drop-off Landfill	Citizen at	Total MSW
2019	15933	13050	2869		31852
2020	17350	13359	3202		33911
2021	15638	14584	3019		33241

COUNTY	Dead Animal Waste*
2019	2
2020	2
2021	2

*NOTE: Approximately 1 ton of the dead animal waste is characterized as roadkill waste (MSW), and 1 ton is characterized as euthanized animal waste (Special Waste).

**NOTE: In addition to the quantities show in the table above, Anderson County and its municipalities currently divert approximately 2,800 tons of recyclable material per year from both the curbside recycling programs and the six County Convenience Centers and Recycling Facility. In addition, 2,100 tons of yard waste collected at residential curbsides are diverted into mulch. Furthermore, the County is always looking for opportunities to divert waste from the landfill. Future projects may include more curbside recycling, food waste collection and composting, or other waste diversion activities.

MSW and Special Waste/Tipping Fees:

- Municipal Solid Waste Material (MSW) – defined as any and all "solid waste" as defined by the Tennessee Solid Waste Disposal Act which can be lawfully disposed of in a Class I landfill. MSW shall not include Special Waste, as defined below. The Tipping Fee shall be charged on a per ton basis for a vehicle disposing of MSW at the disposal site and shall not apply to disposal of Special Waste.
- Special Waste – defined as euthanized dead animals. This category shall have a tipping fee separate from MSW tipping fee. The County will apply for a Special Waste disposal application if needed.

Disposal Site Operation and Physical Requirements:

- Vendor shall have a solid history of Class I, 40 CFR Part 258 Subtitle D of Resource Conservation and Recovery Act (RCRA) landfill operation and compliance with all applicable local, state, and federal laws and regulations.

- The proposed disposal site shall have to guarantee the capacity to accept the County's waste stream for a period of twenty years.
- The site shall be a lined facility, meeting or exceeding all Subtitle D regulations.
- Wait Times. Ideally, wait times should not exceed more than 30 minutes per trip. Wait times are calculated from the time vehicles first stop to wait in line to weigh on the scale until the vehicles depart from the property. County/Contracted vehicle AVL's will be reviewed periodically to ensure an earnest effort to keep wait times to a minimum.
- The proposed disposal site shall maintain sufficient operating hours to allow a Saturday delivery from each of the County's Convenience Centers. This will typically include deliveries in the late morning or early afternoon.
- Title to Waste. Contractor shall acquire title to the MSW and acceptable Special Waste upon delivery and acceptance at the proposer's site. Title to and liability for Nonconforming Waste shall remain with the generator of such waste at all times.
- Area near entrance to facility shall be maintained and kept clear of litter, dumping, rocks, debris or hazards that could cause damage County/Contractor personnel and County/Contractor owned/operated equipment. Roadways within the facility shall be maintained to minimize damage to tires. Contractor shall be responsible for all damages caused by Contractor negligence.

Disposal Site Location:

Anderson County will deliver or cause the delivery of all MSW if the proposed disposal facility is within a 15-mile radius of Anderson County. Contractors proposing a disposal facility greater than 15 miles from Anderson County must also provide a comprehensive transfer and transportation plan.

The proposer must make the site available for inspection by the County or its authorized representative during normal business hours during the proposal review process, and, if selected, during the course of the contract.

3. Contract

The County's standard contract template is included as Attachment 6. The contract template shall form the front of the contract and the contents of the RFP and the vendor's response shall be incorporated as exhibits. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the County and/or impose the greater obligation to the contractor will prevail. By submitting a proposal, the vendor agrees to all terms and conditions established in this RFP, including its contract requirements.

Supplementary Contract Conditions

The County may terminate the contract at any time, with or without cause, by providing a 120-day written notice of termination to the Contractor.

*The Vendor will issue to the County a Performance Bond in the amount of one hundred percent

(100%) of the annual contract price, based upon the estimated annual billing, executed by Contractor, with a corporate surety licensed to transact business in the State of Tennessee and shall be in a form acceptable to the County. This bond shall be conditioned upon the performance of Contractor of all undertakings, covenants, terms, conditions, and agreements of this Agreement and upon the prompt payment by Contractor to all persons supplying labor and materials for this Agreement.

Licenses. Before a contract is signed by the City or County, the submitting entity, if selected, **must** provide the County Purchasing Department with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the County of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

The County shall pay to the Contractor Tipping Fees per ton as detailed on the "Unit Cost of Services Submission Form" for County Waste Material delivered to and disposed of in the Sanitary Landfill for the first year of the Agreement. After June 30, 2024 and each June 30 thereafter during the remaining years of the term of the Agreement and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "Revised Consumer Price Index for All Urban Consumers – South Region 1982-1984 = 100 - All Items" ("Index") for the most recent month published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

CPI for current period (current Annual Index):	134.0
- CPI for previous period (prior year Annual Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior year Annual Index (129.9) = 0.032 x 100 = 3.2% index change
3.2% index change x current Tipping Fee = New Rate

The increase in the Tipping Fee may occur after Contractor has given the County written notice of such change and the Contract Manager approves the calculation. The Host fee paid to the County will follow the same annual CPI rate structure.

Insurance Requirements. The Contractor shall submit evidence of required insurance on an original certificate of insurance by fifteen (15) Days following the Contract Date. Failure to submit the required document(s) may result in the County rescinding the award.

The Contractor shall bear full responsibility for its work and every part thereof, all materials, tools, equipment, appliances, and property associated with the Service Agreement and its performance. The Contractor assumes all risk of and liability for direct and indirect damage or injury to the property or person used or employed on, or in connection with, the work contracted for and of all

damage or injury to any persons or properties wherever located, resulting from any action, omission, commission, or operation under the Service Agreement.

The Contractor agrees to name the County as an additional insured on all policies identified below and shall maintain the County as an additional insured at all times throughout the term of the agreement. The following insurance shall be obtained, paid for, and maintained by the Contractor throughout the Term of the Service Agreement:

Comprehensive General Liability

\$2,000,000 per occurrence; \$2,000,000 products/completed operations; \$5,000,000 general aggregate.

Excess General Liability

“Follow form” coverage with limits of \$5,000,000, to include automobile liability and general liability.

Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as “Symbol 1, any auto.”

Workers’ Compensation

Statutory coverage. Employer’s Liability limits of \$1,000,000 for each accident, \$1,000,000 disease each employee, \$1,000,000 policy limit.

Property Coverage

Coverage is to be a minimum of \$11,000,000 per occurrence, \$22,000,000 aggregate covering the transfer station property (land), equipment, fixtures, and buildings from protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises) special extended perils (“all risk”, as such term is used in the insurance industry). Contractor may carry such insurance under a blanket policy, provided that such policy provides coverage equivalent to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the transfer station, equipment, and/or fixtures. County will have no obligation to carry insurance on any Alterations or on Contractors Trade Fixtures or personal property.

Pollution Liability/Environmental Impairment

Coverage is to be a minimum of \$5,000,000 per occurrence, \$10,000,000 aggregate. Coverage shall be on a “per project” basis unless specified otherwise. Policy to cover general environmental pollution liability, not limited to sudden accidental discharge and to include long-term environmental impact, applicable to bodily injury (including death) and property damage including loss of use of property that has not been physically injured or destroyed; clean-up costs; and defense and settlement of all claims in connection with any loss arising from the Facility. Coverage shall apply to sudden and accidental and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury and

property damage.

If the policy is a claims made form the retro date is to be the same as or prior to the Service Agreement effective date. All Policies must be maintained for at least 5 years after the completion of the Contract.

The policy shall contain an endorsement fully waiving any contractual liability exclusion contained in the policy without limitation or restriction. The policy may not contain a limitation of any kind that would limit any recovery thereunder to the amount of the Service Agreement or any component thereof. The policy shall not limit or restrict in any manner coverage for the warranties, guarantees, and performance standards contained in the Service Agreement.

Deductibles/SIRs

Self-insured retentions and deductibles affecting required insurance must be acceptable to the County Attorney. The Proposer must identify any self-insurance coverage and include:

- Names and addresses of any third-party plan administrators;
 - A written reserve policy that outlines reserve targets; and
 - A listing of the excess coverage, specifying the insurance company, the policy or contract number and the limits of liability and the retention amount.
- Annual reports containing the elements specified above must be submitted to the County.

Coverage obtained through insurance pools or risk retention groups must also be acceptable to the County Attorney.

Copies

The County Attorney is entitled, upon request and without expense, to receive certified copies of all required insurance policies and/or endorsements and to make reasonable requests for coverage modifications.

Other Insurance Provisions

The County, its officials, and employees shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. The County shall be named as loss payee on any property loss insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a Person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) Days' prior written notice has been provided to the County and the County Attorney.

The insurer shall agree to waive all rights of subrogation against the County, its officials, and employees for losses arising from the activities under the Service Agreement.

Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Anderson County Law Director

Mr. Jay Yeager
101 South Main Street, Suite 310
Clinton, TN 37716-3624
865-457-6290
JYeager@aclawdirector.com

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the County to declare the Service Agreement void if the Contractor does not remedy the breach within ten (10) Days after receipt of notice of breach from the County.

4. Proposal Requirements

Proposals must be submitted in the format listed in this section. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. An evaluation team, composed of representatives of the County, will evaluate the proposals. The evaluation points assigned to each section are indicated in parentheses.

Vendors must submit one original and five hard copy responses and an electronic copy on a flash drive.

1 – Experience (15 Points)

Proposals shall demonstrate vendor's site has the capacity to handle Anderson County's waste stream for the term of the contract (20 years from date of contract). Proposals shall include:

➤ Disposal Management Experience

Furnish satisfactory evidence to the County that proposer has necessary disposal management experience by having been continuously engaged in the business of operating a permitted Class I MSW disposal facility for at least the preceding three (3) years. If proposer is required to provide transportation services, similar evidence is required for the transportation of MSW.

➤ Client Satisfaction Documentation

Provide the contact names, email addresses, and telephone numbers of at least three municipal or county government customer, not including Anderson County.

Provide a letter of support from the host county if the facility is outside Anderson County.

➤ Detailed history/background of the facility, including but not limited to:

1. Annual volume of waste accepted (10-year history)
2. How the long facility has been in operation
3. Facility's history of ownership since opening
4. Current and proposed hours of operation and the ability of the company to provide additional service hours during times of need or emergency
5. List of any litigation in past five years

2 – Technical Approach (15 Points)

Proposer must describe the operation of the disposal facility including, but not limited to, the following:

- Location of site or facility where MSW will be delivered
- Size of facility (site map showing current, future, and closed cells)
- List of all applicable state/federal/local permits needed for the operation of the facility. Contractor shall include copies of all permits and note any restrictions therein.
- List of all equipment utilized in operations including any leased equipment. Make and model of equipment and approximate age/hours.
- List number, types, years with the company, names, and experience of staff including support services such as consulting engineers. Include resume for key staff including the landfill manager.
- List hours of operation including any holidays facility if closed
- List size and type of truck scales used and state how often they are calibrated
- Provide details of the facility leachate and gas management systems, to include data on the total amount of MSW taken in and processed per year.
- Describe the transportation leachate management system
- Assure the County of the facility's ability to handle special waste (i.e. euthanized dead animals)
- The use of any environmentally sustainable best practices.
- Describe measures taken to reduce the amount of debris in the path of the trucks upon entry and exit, thus reducing damage to truck tires and reducing the amount of debris expelled from trucks when returning to County facilities.
- Emergency Closure Contingency Plan. Describe/include proposer's contingency plan for continued acceptance of MSW from the County should the proposer's site experience an emergency closure.

Additional Services

The proposer may submit a description of any additional services or products not previously described that may be of benefit to the County including any environmental sustainability programs and/or plans for the site including but not limited to (i) programs designed to divert recyclable or re-usable material; (ii) other alternative fuel or sustainability options.

3 – Financial Stability (10 Points)

The proposer must provide adequate information to assure that it possesses the financial resources and stability to fulfill its obligations for the contract term. This documentation should include, but is not limited to, the following:

- a. Latest financial report
- b. Audited financial statements for past three (3) years
- c. Statements answering the following questions:
 - Has your organization ever failed to complete any work awarded? If so, where and why?
 - Has any officer of partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation

of any state or local statute or regulation? If so, give name of individual and reason thereof.

- Has your firm, or any officer or partner of your organization, or person listed in previous sections, ever been barred from bidding on contracts in this or any other state under any state or federal law? If yes, explain.
- d. Provide the company's bond rating
- e. Certificate of Insurance (see coverage requirements above).

4 – Cost Proposal (60 Points)

The proposer shall provide a unit cost for services provided (cost per ton); tipping fees shall be submitted for MSW and euthanized dead animals (see Unit Cost of Services Submission Form). **Proposer shall outline an alternate payment method to be used in the event that the facility truck scales are not operating.** Proposer shall include a cost schedule for the entire term of the agreement, based upon the first year's stated tipping fees and subject to applicable CPI increases each year thereafter for the life of the contract.

In addition, should the proposer be willing to be considered as a secondary Emergency Limited Use facility, ONLY to be used should the primary winning proposer's facility be unavailable due to an emergency, please include pricing for an Emergency Limited Use Facility, (i.e. debris from natural disasters such as tornadoes, etc.) Note that there is no guarantee of use for this Emergency Limited Use Facility contract.

5 – Additional Required Forms (no points)

- Attachment 2, Non-Collusion Affidavit
- Attachment 3, Diversity Business Information Sheet (If applicable)
- Attachment 4, Vendor Information Sheet
- Attachment 5, Certificate of Liability Form
- Attachment 6, Draft Disposal Contract
- Attachment 7A-B, Conflict of Interest Forms

**Attachment 1
Cost Proposal**

Unit Cost Proposal for Services Submission Form

RFP - Municipal Solid Waste (MSW) Disposal Services

Primary Use Facility Contract Pricing:

Municipal Solid Waste (MSW): \$ _____/ton

Euthanized Dead Animals: \$ _____/ton

Emergency Limited Use Facility Pricing:

Municipal Solid Waste (MSW): \$ _____/ton

Euthanized Dead Animals: \$ _____/ton

Vendor Name: _____

Attachment 2
Non-Collusion Affidavit

AFFIDAVIT re NON-COLLUSION

CITY OF _____)

) ss.

STATE OF _____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The name of the proposing company or individual is [state name of company]

_____.

The proposal for the solicitation identified above is genuine and not collusive or a sham. The Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or Person, to put in a sham proposal or to refrain from making an offer. The Proposer has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any Person to fix the proposal price of Proposer or of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against the County or any other Proposer, or to secure any advantage against the County or any Person interested in the proposed Agreement. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.

That I make this statement on behalf of myself as a representative of the Proposer, and on behalf of the Proposer's officers, representatives, agents, subproposers, and employees.

Signature of one of the following:

Proposer, if the Proposer is an individual;

Partner, if the Proposer is a partnership;

Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.



DIVERSITY BUSINESS INFORMATION

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:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o 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
- o 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 women 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 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 COMMISION EXPIRES: _____

Attachment 4 Vendor Information Sheet

TO:

The undersigned, as Proposer, by his/her signature, represents that he/she is authorized to bind the Proposer for the amount(s) shown on the accompanying cost and compensation forms and hereby certifies full compliance with the terms and conditions, specifications and special provisions of the Request for Proposals Number 2319 and hereby declares that this proposal is made in good faith without fraud or collusion with any person or persons proposing on the same Agreement; that Proposer has carefully read and examined the entire document including all Appendices and understands all the same and that the Proposer or representative has made such personal investigation as is necessary to determine the character and requirements attending the execution of the proposed services as described in RFP 2319.

The Proposer acknowledges that Proposer has not received or relied upon any representations or warranties of any nature whatsoever from the County, the County, its agents or employees, as to any conditions to be encountered in accomplishing the work specified in RFP 2319 and that this proposal is based solely upon the Proposer's own independent business judgment.

The Proposer recognizes that Proposer will not be entitled to any additional compensation by reason of conditions being different from those anticipated, or by reason of failing to be fully acquainted with facilities, design, permits, construction, plans and specifications, and the conditions and the work now in place or on account of interference by the County activities or by any other activities which affect the proposed work.

The undersigned hereby proposes and agrees that if this proposal is accepted for award of an Agreement, Proposer will contract with the County to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, supplies and other means for performing, and do all the work required to perform, the services herein specified in complete conformity with RFP for the unit prices and for the calendar periods listed in this Proposal.

The undersigned also agrees that if the County shall select the foregoing proposal, Proposer will meet with the County within such time as the County shall designate, to negotiate the final points of the Disposal Agreement and within thirty (30) Days (Sundays and legal holidays excepted) after receiving notice of such selection, use best efforts to complete negotiation on outstanding issues, if any, so as to enter into the form of Agreement attached to RFP 2319, for performing the services proposed herein, at the prices and for the time stated in this proposal and that Proposer will furnish the County satisfactory financial security and certificates of insurance for coverage as stated in RFP 2319.

The undersigned agrees, and attaches hereto, Proposal Security in the amount of \$10,000 (Certified Check, Irrevocable, Direct Pay Letter of Credit, or Proposal Bond), to be forfeited to the Solid Waste Management Division in case of failure on the part of the successful Proposer to enter into the attached form of Agreement to do the work covered by such proposal at the pricing and within

the time as stated after having been selected for negotiations, and/or in the case of failure to negotiate in good faith with the County after being selected for negotiations. The undersigned agrees that in case of failure to fulfill the obligations under the foregoing proposal and/or failure to furnish financial security as specified, the County may, at County option, determine that the undersigned has abandoned the rights and interests in such Agreement and that the Proposal Security has been forfeited to the Solid Waste Management Division, but otherwise, the Proposal Security shall be returned to the undersigned upon the execution of the Service Agreement and the acceptance of the financial security.

The undersigned agrees that if awarded the Disposal Agreement, Proposer will start work July 1, 2023, or on such other date as the County and Proposer shall agree.

In submitting this proposal, it is understood that the right is reserved by the County to reject any or all proposals, to award the Disposal Agreement for the work proposed by the Proposer to other than the low-price Proposer, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the Solid Waste Management Division.

The undersigned acknowledges receipt of addenda to RFP 2319 and has indicated the date such addenda were received below.

RFP Addenda Acknowledgement (if applicable):

No. 1 Date Received _____

No. 2 Date Received _____

No. 3 Date Received _____

No. 4 Date Received _____

No. 5 Date Received _____

A. General Information

Proposer Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____

Federal ID Number (TIN): _____

Type of organization (corporation, joint venture, partnership, individual): _____

If a corporation, list the names of all officers, directors, and shareholders possessing five percent or more of outstanding stock in the corporation. If a partnership, list the names of all general and limited partners. . Attach additional sheets as necessary.

B. Business Information

1. Describe the nature of your current business:

2. State the length of time you have been in that business under your present name:

3. With what other lines of business are you directly or indirectly affiliated?

4. Have you ever failed to complete any contract awarded to you?

If so, where, and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract?

If so, state name of individual, other organization, reason therefore, and bonding company:

6. Has any officer or partner of your organization ever failed to complete a contract handled in his or her own name?

If so, state name of individual, name of owner, reason therefore, and bonding company:

7. With what individuals or entities have you been associated as partner or otherwise during the last seven (7) years? Attach additional sheets as necessary.

8. Has any Disposal Facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations? If so, state the details and disposition. Attach additional sheets as necessary.

9. Have you, your partners, members, joint venturers, parent corporation, or subsidiaries been a party to any lawsuits, including any current investigations, indictments, or pending litigation, within the last seven (7) years? If so, list these lawsuits. . Attach additional sheets as necessary.

10. List any and all actions occurring within the last seven (7) years which have resulted in revocation or suspension of any permit or authority to do business in any federal, state or local jurisdiction, recorded by Proposer, any officer or director thereof or any affiliate or related company.

11. List any and all actions occurring in the last seven (7) years that have resulted in the barring from public bidding recorded by Proposer, any officer or director thereof or any affiliate or related company.

12. List any bankruptcy proceedings in the last seven (7) years recorded by Proposer, any affiliate or related company.

C. Place of Direction and Main Office

Following are the name and location of the primary office of the Proposer and the place of business from which the services in the Service Agreement will be directed.

Main Office: Name of Company

City and State

Place of Business for Direction of Services under the Service Agreement:

Name of Company

City and State

D. Ambiguity

In case of ambiguity or lack of clarity in stating prices in the proposal, the County shall have the right to construe such prices in a manner most advantageous to the Solid Waste Management Division or to reject the proposal.

Company's Authorized Agent:

Signature

Name and Title (Typed or Printed)

Date

Telephone No.

Fax No.

Email address

**Attachment 5
Insurance Requirement Acknowledgment**

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. **The amounts of required coverage and additional required coverage are provided in the Scope of Work in the RFP. If there are any conflicts between this form and the requirements in the Scope of Work, the more stringent requirements will apply.**

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

1. **Workers Compensation
Employers Liability**

2. **Commercial General Liability**
 - 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**
 - Include Garage Liability
 - 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% of the annual contract price) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. 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 Name

Authorized Signature

Bid Representative Name (Please Print)

Date

**Attachment 6
Sample Contract for Services**

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide _____ per RFP #2319, Exhibit 1

Standard of Performance. Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: RFP #2319. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be one year with four one-year renewal options. The contract shall start on the date of final signature.

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

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.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Attachment 6 Sample Contract for Services

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to 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 Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. 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.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Attachment 6
Sample Contract for Services

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government
Administrative Approval:

Robert J. Holbrook, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date

**Attachment 7A
Conflict of Interest Form - A**

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)

) ss.

STATE OF _____)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Proposer and that [*please check only one*]:

The Proposer is an individual or sole proprietor and owns the entire (100%) interest in the proposing business.

The Proposer is a corporation, partnership, joint venture, or association known as _____ [*please state name of Proposer company*], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the proposing business during the 365 days immediately preceding the submission date of the proposal are as follows [*if none, please so state*]:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [*if none, please so state*]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the proposing business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure by delivering another affidavit to the government.

Signature of one of the following: _____

Proposer, if the Proposer is an individual;
Partner, if the Proposer is a partnership;

Officer, if the Proposer is a corporation.

Subscribed and sworn to before me.

this ____ day of _____, 20.

NOTARY PUBLIC

My commission expires: _____

Attachment 7B
Conflict of Interest Form - B

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)

) ss.

STATE OF _____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the Proposer or individual is [state name of company]

_____.

2. As a part of the Proposer's proposal, to the best of my knowledge, the Proposer has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

3. As a part of the Proposer's bid or proposal, to the best of my knowledge, the Proposer has not retained a person to solicit or secure a contract with the County upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. I make these statements on behalf of myself as a representative of the Proposer, and on behalf of the Proposer's officers, representatives, agents, sub Proposers, and employees.

Signature of one of the following:

Proposer, if the Proposer is an individual;
Partner, if the Proposer is a partnership;
Officer, if the Proposer is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20__

NOTARY PUBLIC

My commission expires _____, _____.

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to 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 is delivered to the Purchasing Department.

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

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

Email: purchasing@andersoncountyttn.gov

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: Contracted vendors 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. Any 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 meets or exceeds 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 requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to 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 may consider multiple bid awards.

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 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 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 Committee, 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.

1.17 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 the bid requirements.

1.18 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.

1.19 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.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 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 with five (5) or more employees that will be providing construction services are to return the provided 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.

1.22 COMPETITION INTENDED: 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 no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 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.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts 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.

1.25 OSHA SAFETY: The Vendor 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.

1.26 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.

1.27 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.

1.28 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.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 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.

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

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. 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 of a contract, then that 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.

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

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

1.35 UNIT PRICE: 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.

1.36 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 shall 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.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences 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 considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry 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. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors 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.

1.41 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 Anderson County; 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>.

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.