



Johnson County Tennessee

Request for Proposals

Johnson County Government

Purchasing Department

211 North Church Street Mountain City, TN 37683

Issued: June 15, 2021

Due: June 30, 2021 no later than 2:00 P.M. (Eastern Standard Time)

RFP # **21-001**

Waste Tire Hauling & Recycling Services (Solid Waste)

Johnson County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies to provide **waste tire hauling & recycling services for Johnson County Tennessee.**

IMPORTANT NOTES:

MANDATORY INFORMATION and FORMS – To properly respond and prepare your proposal response, please make sure you pay close attention to all mandatory information/forms requested throughout this document, including sign and attach all forms listed in Section II, XI, & XII. This RFP clearly documents and outlines the format and what information is required at the time of proposal submission.

CONFLICT OF INTEREST (ACCORDING TO: T.C.A. 5-14-114) - No member of County of Johnson Legislative body, and no other officer, employee, or agent of the County of Johnson who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest in, and/or receive any monies or anything of value directly or indirectly from this Contract.

IRAN DIVESTMENT ACT – By submission of a proposal, each proposal and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to T.C.A. 12-12-106.

NON-COLLUSION AFFIDAVIT – By submission of a proposal, the agent of the submitting vendor hereby certifies to the best of his/her knowledge and belief that this proposal to Johnson County, TN has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said proposal have not be communicated by the undersigned, nor by any employee or agent of the vendor, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal.

Sincerely,

Dustin Shearin, Purchasing Agent
Johnson County Government
Purchasing Department

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE & QUESTIONS**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS AND INFORMATION**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE / SCOPE OF WORK**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**

I. INTRODUCTION

Johnson County Government, (the “County”), is soliciting proposals from interested and qualified Vendors to provide **waste tire hauling & recycling services for Johnson County Tennessee** (the “Goods and/or Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified Vendors to prepare and submit proposals in accordance with instructions provided where the successful proposer will be selected and invited to enter into a contractual relationship with Johnson County for the Goods and/or Services outlined in this RFP, and per proposal(s) received.

In this RFP, the terms Proposer, Vendor, Bidder, Consultant, Contractor, Professional are used interchangeably unless the context indicates otherwise.

All specifications are part of this bid and general terms and conditions (as outlined in the Terms of this bid). They shall become a part of and be included in any contract/purchase order/systems contract resulting from any award.

These specifications are not intentionally written to favor any one manufacturer or service provider, and are only for the purpose of indicating generally the type of work required of said bid. Any responsible Bidder who considers these specifications to be of a non-competitive nature should immediately contact the Administrator of Purchasing.

Carefully review all sections before submission. You may include other documentation for review inside sealed envelope. The Purchasing Agent, Purchasing Committee, and/or the Johnson County Commission, all reserve the right to wave technicalities and to reject any or all proposals, to request additional information from all proposers, to use any ideas presented in proposals, and to negotiate with one or more of the finalists regarding terms of the engagement. Johnson County, TN intends to select the proposer that, in its opinion, best meets the County’s needs, not necessarily the firm whose costs are the lowest. All proposals become the property of Johnson County, TN when submitted, and will not be returned.

II. MINIMUM PROPOSER REQUIREMENTS

In order to be considered as “responsive”, all Proposers **must answer and provide justifications on a separate page for ALL below minimal requirements.**

1. Provide all appropriate Licenses and Certifications required in the State of Tennessee to provide the goods and/or perform the Services required, if applicable. Provide a copy of your Johnson County Business License (if business is located in Johnson County, TN).
2. Adherence to all provisions of Title VI requirements – please attest, and provide proof/documentation if necessary.
3. FORM - Drug Free Workplace Affidavit must be completed, signed and submitted with your bid/proposal – *even if less than 5 employees.*
4. Minimum of two (2) years of experience providing the goods and/or performing the services described in this RFP.

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III. CORRESPONDENCE & QUESTIONS

All correspondence and questions concerning the RFP are to be submitted IN WRITING to:

Dustin Shearin, Purchasing Agent
Johnson County Government
Purchasing Department
211 N. Church Street,
Mountain City, TN 37683

purchasing@johnsoncountyttn.gov

Questions should reference the RFP number & title, section of the RFP to which the questions pertain and all contact information for the person submitting the questions.

The deadline for submitting questions will be Thursday, June 24, 2021 @ 2:00 p.m. (EST).

All written questions submitted by the deadline indicated above will be answered by email to all known interested parties.

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.

These guidelines for communication have been established to ensure a fair and equitable process for ALL interested vendors.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received in the hands of the purchasing agent at the address listed above no later than **2:00 pm (EST) on June 30, 2021**. Facsimile or electronically submitted (emailed) proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be considered for evaluation. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Johnson County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified. The dates provided after the RFP closes are approximate and the County reserves the exclusive right to modify these dates in consultation with the successful proposer.

| | |
|---------------------------------------|--|
| Request for Proposals Released | Monday, June 15, 2021 |
| Deadline for Questions | Thursday, June 24, 2021 @ 2:00 pm EST |
| Proposal Due Date | Wednesday, June 30, 2021 @ 2:00 pm EST |
| Notification of Award | TBD |
| Goods/Services to Commence | Immediately upon execution of the contract. |

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract, even partially. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time/location.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Johnson County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Vendor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. *All proposals and other materials submitted become the property of Johnson County Government.*

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide goods and/or services states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide goods and/or services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

Principal Officer (Name and Signature) _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public: _____

My Commission Expires: _____

NOTE: Even if less than five (5) employees, pls complete and submit with your proposal.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

Johnson County seeks proposals to continue the existing program for the removal, hauling, processing, and marketing/recycling of waste tires collected at the County's Solid Waste Transfer Station, 398 Industrial Park Road, Mountain City, TN 37683. The transfer station receives approximately 300 tons of waste tires annually. The Tennessee General Assembly passed the Solid Waste Management Act of 1991, which created the Waste Tire Program.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will transport, process, market/recycle waste tires, and work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Time Frame

The initial contract term will begin immediately upon execution of the contract through June 30, 2022, with the option to renew for **four (4)** additional one year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Vendor's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in this RFP document, including Sections IX, XI and XII. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VIII. AWARD OF CONTRACT

Johnson County Government reserves the right to reject all proposals, or any part thereof, waive any informality in the proposals to make award in the best interest of the County, and to request additional information, an interview, a demonstration of the bid goods/services proposed.

Johnson County Government reserves the right to award this proposal on the basis of individual goods/services, groups of goods/services or the entire list of goods/services, whichever is in the best interest of the County.

Vendors are not obligated to provide all items. Partial proposals will be accepted for items that the Vendor is able to timely supply. It is preferred, but not mandatory, that a Vendor submit complete pricing for each item in a category as listed on the quote sheet.

All decisions are made at the discretion of the County governing body and the County Purchasing Agent. The proposers whose proposals do not meet the mandatory minimum requirements will be considered non-responsive, and not eligible for Department evaluation nor award. The proposers whose proposals do not meet the Department specifications/requirements will not be eligible for award.

Proposers are advised that the lowest cost responsive proposal will not necessarily be awarded the contract, as the selection will also score on professional and technical completeness. The evaluation/selection process may exceptionally include a request for additional information (from the Purchasing Agent only), to support the written proposal.

After evaluation of the proposals and selection of the successful Vendor(s), all proposers will be notified in writing.

Any protest concerning the award of this proposal shall be addressed to the Purchasing Agent. Protest shall be made in writing to the Purchasing Agent and shall be filed within seven (7) days after the intended award is announced. A protest is considered filed when received by the Purchasing Agent. The written protest shall include the name and address of the protester, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The submitted information will be reviewed with the appropriate Department Head and County Attorney to render a final decision and a formal response provided within seven days. This decision relative to the protest shall be considered final.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

All proposals will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

IX. PURPOSE / SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as “Vendor) and award a County-approved contract to perform the Services and to satisfactorily complete all activities associated with the Goods/Services.

Specific requirements required of Vendor:

1. Comply with the waste tire/transfer station facility hours of operation determined by the County.
2. Vendor shall conduct their operations and process tires as an approved beneficial end use in accordance with the TDEC and TCA rules.
3. Vendor shall agree to accept the various tires as collected by the County. Waste tires as used in this request may include compact tires, passenger tires, truck tires, heavy duty truck tires, off-road vehicle tires and/or tires with rims.
4. Weigh all waste tires delivered from Johnson County and the County Tire Program accounts and/or contractors using certified scales.
5. Provide all necessary personnel and equipment for transporting & processing tires.
6. Provide an Annual Report of the weight of tires recycled and the beneficial end use.
7. Provide an Annual Report of the weight of tires landfilled, if any.
8. Accept tires regardless of physical condition of the tire.
9. Accept all tires from the Johnson County Tire Program with or without rims
10. Adhere to any reporting requirements of Tennessee Department of Environment and Conservation (TDEC) and/or the Tennessee Department of Revenue (DOR). The contractor shall comply with all TDEC and/or DOR Procedure regarding existing or future electronic tracking systems. The contractor shall keep a written record and/or electronic record in a manner acceptable to the County of the number of tons of waste tires collected by the Vendor. This written record and/or electronic record shall be certified as being correct by the Contractor by use of a waste tire manifest form, and shall serve as support documentation to the Contractor's invoices to the County for the performance of the Services. If it is determined by the County or the State of Tennessee that the Contractor has falsified any records, written or electronic, on the number of waste tires recycled for beneficial end use at any time during the Contract period, the Contract may be terminated without notice. The Contractor shall provide Johnson County with completed tire processing forms, documents, and other manifest documents in a timely manner.
11. Complete any waste tire related forms supplied by Johnson County in a timely manner.
12. Provide reporting information for Johnson County Annual Solid Waste Progress Report to TDEC per TCA 68-211-871 within fifteen (15) business days of submission of the request.
13. Assist Johnson County with accountability and documentation of expenses related to the Tire Program in a timely manner including regular audits conducted by Johnson County or State of Tennessee personnel.
14. Process tires into a beneficial end use and not landfill tires unless they are deemed unable to be processed into a beneficial end use due to being exceptionally dirty or exceptionally difficult to process.
15. Conduct operations that meet all state and local fire regulations.
16. Provide monthly line item invoicing for each load of waste tires hauled.
17. Provide Fuel Surcharge Schedule to be considered if applicable.
18. Licenses and fees – the contractor shall obtain at its expense, all licenses and permits, promptly pay all taxes or fees required by the County or other State or Federal regulatory agencies.

The Contractor shall also meet the following minimum requirements:

- Contractor must guarantee a collection time of no longer than 7 days after receiving a request from the County for collection.
- Contractor must be able to pick up waste tires on the following days and times:
Tuesday, Wednesday, & Friday 7:00 AM to 8:00 AM
- Contractor agrees to have each vehicle used to transport waste tires weighed on the truck scale at the County Transfer Station upon entering, and to have each filled vehicle weighed prior to exiting the transfer station grounds.
- Contractor agrees to prepare and send to the County a monthly invoice or payment that clearly lists the tons of waste tires collected, the cost per ton, and the total cost to the County.
- Contractor must maintain any annual licenses for the transport of waste tires.
- Contractor must manage the facility or facilities where waste tires will be transferred, stored and/or processed in accordance with all applicable state and federal laws that regulate waste tire recycling.
- Contractor must maintain end markets for tires processed by the contractor for the duration of the contract with the County.
- Contractor must guarantee that no portion of the processed tires will be disposed of in any landfill or other waste facility, or used as daily cover at any landfill. This excludes the portion of the tire not being utilized by end market users.

Requirements of Johnson County:

- The County shall provide a suitable storage area at the transfer station for the segregated waste tires.
- The County shall contact the selected contractor when scrap tires are ready for collection; or set up a regular collection schedule, whichever is agreed upon between the County and the Contractor.
- The County will provide a truck scale and operating personnel to determine the weight of tires transported by the Contractor.
- The County will provide tire loading equipment and personnel to load tires onto the Contractor supplied transportation vehicle(s) or equipment.

X. CONTRACT REQUIREMENTS

The successful Vendor(s) will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type. 9. Any contract will be drafted in accordance with the laws of the State of Tennessee, subject to review by the County Attorney and approval of the County Commission. (Subject to changes.)

A. General Requirements

1. Control. All services by the Vendor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Vendor's Personnel. The Vendor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Vendor. The Vendor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Vendor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Vendor, or any of the Vendor's employees or agents, are the agents, representatives, or employees of the County. The Vendor will be an independent Vendor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Vendor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Vendor is solely for purposes of compliance with local, state and federal regulations and means that the Vendor will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Vendor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Vendor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Vendor for services performed shall be on the Vendor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Vendor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Vendor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Vendor's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Vendor for the Vendor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Vendor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Vendor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor and the County may withhold any payments to Vendor for the purpose of setoff until such time as the exact amount of damages due the County from the Vendor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Vendor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Vendor's obligations to its transferors or sub-Vendors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Vendor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Vendor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Vendor to the Vendor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Vendor will not seek from any official, employee or appointee the disclosure or use of information not available to members of the general public and gained by reason of her or his official position to secure a special privilege, benefit or exemption for herself, himself or any other person or business entity.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Vendor and the County will be referred to the Johnson County Attorney or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Vendor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Vendor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Vendor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Johnson County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Johnson County, Tennessee.

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

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The

remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Johnson County Government. In the event sufficient funds for this Contract are not appropriated by Johnson County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. If any travel expenses are payable under this Contract they shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) The Vendor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Johnson County Request for Proposal as well as the response of the Vendor, thereto, all of which are maintained on file within the Johnson County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Vendor, the Vendor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the Vendor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

21. Organization Status And Authority. (a) The Vendor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing and recognized under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the vendor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Vendor, any provision of any indenture, agreement or other instrument to which the Vendor is a party, or by which the Vendor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

22. Warranty. The Vendor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Vendor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Vendor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

23. Rights in Data. The County shall become the owner, and the Vendor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Vendor under this Contract, regardless of whether they are proprietary to the Vendor or to any third parties.

24. PAYMENT METHOD: Johnson County utilizes the method of using purchase orders when placing orders for products. These purchase orders will be issued from the Johnson County Purchasing Agent when required.

25. RIGHT TO INSPECT: Johnson County reserves the right to make periodic inspections of the manner and means the service performed or the good supplied.

26. TERMINATION: County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

27. COMMUNICATIONS: The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be

followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers, and email addresses to the agency contracts. These individuals must be familiar with the Johnson County Contract and have the authority to make adjustments as requested by Johnson County, Responses to Johnson County should be made within 24 – 48 hours or receipt of e-mail, telephone or fax.

28. INVOICE DETAIL: Johnson County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Johnson County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction. Contractor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this RFP. Account information may be deleted.

- a. The invoice must show the amount due to the Contractor by Johnson County.
- b. The invoice must show an itemized detailed material count, including: dates(s) of service, location of service, weight and amount tires rendered, the associated unit price for the material(s) and/or service(s) provided, and the total price for the material(s) and/or service(s) provided.
- c. Invoices are to be original and uniquely pre-numbered.
- d. Invoices which do not show this information are subject to rejection.

29. INVOICE REVIEW: Johnson County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Johnson County receives the invoice.

30. INVOICING PROCEDURES: Johnson County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedure shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

32. MOST FAVORABLE PRICING: Contractor agrees to guarantee that Johnson County will receive the best price offered by your company for similar services and products. If at any time during the Contract period your company offers a better price to another customer and prior notification of said price reduction is not properly communicated to Johnson County, upon discovery Johnson County reserves the right to take any or all of the following actions:

a. Cancel the Contract, if it is currently in effect.

b. Determine the amount that the participating agency was overcharged, and submit a request for payment from the Contractor for that amount.

33. NEWS RELEASES BY VENDORS: As a matter of policy, Johnson County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without prior written approval of Johnson County.

34. PRICING: The Contractor(s) warrant that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Johnson County must be given a written notice to consider. Such request shall include as a minimum, (1) the cause for adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at renewal period(s). If the price increase is rejected the vendor may:

a. Continue with existing prices

b. Request lower price increase

c. Not accept renewal offer.

35. Quantities: Johnson County does not guarantee any quantities to be purchased from this term contract. Johnson County delivered approximately three hundred fifty (350) tons of tires under the previously existing Contract during Annual Year 2020.

36. REFERENCES: Proposers must submit a list of three (3) references with which you have performed and placed this type of goods/services within the past three (3) years; service must have been provided for at least one (1) year. Show the name of the agency or institution, person to contact, their telephone number and the nature and size if the Contract. Do not list Johnson County government as a reference. References shall be submitted within you proposal submission.

37. SAFETY AND PROTECTION: The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970. The Contractor(s) shall be solely and completely responsible for initiating, maintain, and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as by TOSHA, OSHA, EPA, and AHERA.

Johnson County does not assume any responsibility for the protection of or loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

Contractors(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Contractor(s) will ensure that its employees observe and exercise all necessary cautions and discretions so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances, equipment, and furnishing shall be protected by the vendor from damage. Which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore damaged areas to their original condition at the expense of the vendor.

39. SAFETY EFFORTS: The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

40. SAFETY TRAINING: The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environment Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products to be used under this Contract.

41. STATE LICENSING REQUIREMENTS: Vendors must be properly licensed if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and must submit a copy of the license with their bid. All licensing must be in accordance with the Tennessee Code Annotated.

42. Books and Records: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make sure materials available at its offices at all reasonable times during the contract period and for three 3 years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractors cost of manufacturing, acquiring or delivering the products and services governed by this agreement.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) The Vendor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Vendor its sub-Vendors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Vendor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Vendor or its sub-Vendors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Vendor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Vendor as a result of or relating to obligations under this Contract.

(e) The Vendor shall immediately notify the County, c/o Johnson County Government, County Mayor, 222 W. Main Street, Mountain City, TN 37683, of any claim or suit made or filed against the Vendor or its sub-Vendors regarding any matter resulting from or relating to the Vendor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Vendor shall immediately notify Johnson County Government, Purchasing Agent, 211 N. Church Street, Mountain City, TN 37683, of any cancellation or changes in any of the insurance coverages required.

2. Insurance Requirements. The Vendor shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Vendor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Vendor or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Vendor will maintain throughout the life of this Contract insurance, through insurers rated A- or better in the following minimum requirements:

- 1) **Commercial General Liability Insurance** – Limit of not less than \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Johnson County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual Liability
 - d) Independent Vendors/Contractors
 - e) Personal Injury Liability
 - f) Broad Form Property Damage
 - g) XCU coverage, where applicable
- 2) **Business Automobile Liability Insurance** – Limit of not less than \$1,000,000 per occurrence for property damage and bodily injury. Johnson County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) **Workers Compensation and Employers' Liability Insurance** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. The Vendor waives its right of subrogation against Johnson County for any and all workers' compensation claims.
- 4) **Professional Liability Errors & Omissions Insurance** – Coverage with minimum limits of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate indicating if coverage is written on claims-made basis.

All policies will provide for thirty (30) days written notice to Johnson County Government of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Johnson County, the Vendor will provide immediate notice to Johnson County and evidence of replacement coverage with no lapse.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Vendor shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Vendor shall provide that insurance as applying to Johnson County shall be primary and non-contributing irrespective of such insurance or self-insurance as Johnson County may maintain in its own name and on its own behalf.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Vendor agrees to permit duly authorized agents and employees of the County, to enter the Vendor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Vendor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 2:00 p.m. (EST) on June 30, 2021 at Johnson County Government Purchasing Department, 211 N. Church Street, Mountain City, TN 37683.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL COPIES

1. HARD COPIES - One (1) original (**clearly identified as original**) and **three (3)** copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL —Waste Tire Hauling & Recycling Services**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the

proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

5. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Vendor's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: The Proposal Response Sheet (*required document see page 30*) should be the first page of your written response.

1. **Cover Page/Proposal Response Sheet** – Submit on vendors letterhead stationery, signed by a duly authorized officer, employee, or agent of the Vendor.
2. **Comprehensive Response** – This portion of the proposal must address all requirements outlined in this RFP document. The minimum requirements and the department specific requirements to be answered directly on a separate page by all Vendors, and submitted as part of your proposal. Which will also include:
 - how respondent can meet or exceed the proposal requirements,
 - detail of how the respondent is qualified to provide the services required,
 - detailed description of the approach for delivering the goods and/or accomplishing the services (include a time schedule for completion of each element).
3. **Cost and Fees** for the entire length of the Contract
 - a. Provide the applicable itemized costs, fees and any commissions included in the proposal for the Goods and/or Services for each element in the scope of work (this includes ALL break-down of the cost proposed, as well as any sub-Vendor(s) working in conjunction with your organization on the project). If multi-year, to breakdown per fiscal year (July 1st to June 30th)
 - b. Explain any assumptions or constraints in a price proposal to provide the goods and/or perform the Services required.
 - c. Explain any additional charges or fees in the proposal.
 - d. The proposal submission shall include an overall cost for the entire project with an itemized cost for each phase.
 - e. CLEARLY MENTION WHAT IS “BASE” VS “ALTERNATE #...” – you will be evaluated on your BASE.

4. Experience of the Respondent

A sufficient description of the experience and knowledge base of the proposer to show the proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Goods and/or Services requested herein;
- c. A general description of the proposer's experience and background in providing Goods and/or Services similar to the Services requested herein; and
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.

5. References

A list of current and former clients for whom the Proposer has provided services similar to this bid (with preference given to clients comparable to Johnson County Government), to be submitted and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number:

At least three (3) current or former clients who have terminated in the last five (5) years, to be included on this list.

6. Additional Information

Any additional information that would be helpful to the County in evaluating the proposal should be submitted.

- a. A description of any other resources available to the Proposer that will be useful in providing the goods or services mentioned in this bid.
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

1. Responsiveness Evaluation Process

All proposals will be initially evaluated by Purchasing to determine if they meet the following, in order to be considered a “responsive” bidder:

- a. The proposal must be complete and in the required format.*
- b. Proposers must meet ALL minimum proposer requirements outlined in Section II of this RFP.*

2. Department Review of their specific requirements

Each responsive proposal will be reviewed by a special Ad-Hoc Committee, which may elect to schedule a personal presentation and interview with one or more of the proposers. The evaluation committee shall review the responsive proposals and make a recommendation of award. EACH PROPOSAL MAY BE EVALUATED INDEPENDENT OF THE OTHER.

3. Oral Presentation.

The Johnson County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer’s response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the County Purchasing Agent. Interviews and oral presentations are strictly an option of the Johnson County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Proposal Response Sheet

**Johnson County Government – 21-001
WASTE TIRE HAULING & RECYCLING
SERVICES**

Name of firm: _____

Firm's Website: _____

Mailing Address: _____

Remit Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Payment Terms: _____

Authorized Representative: _____ Print: _____

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: _____

Authorized Representative: _____ Print: _____

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: _____

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

_____ Check here if you qualify as a MBE____, HBE____ or WBE____ (Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:

African American Hispanic American Asian American Native American Other _____