

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **MEDICAL WASTE COLLECTION AND DISPOSAL** as specified herein. Bids must be received by **2:00 p.m.** local time on **MARCH 13, 2019**. Late bids will be neither considered nor returned.

Deliver Bids to:

**Bid Number 2791
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, Senior Buyer, Construction and Contract Specialist at 865.215.5757. Questions may be faxed to 865.215.5778 or emailed to donnie.fawver@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, schedule basis, an all-or-none basis or by a multiple award. The evaluation criteria is listed herein. Knox County also reserves the right to not award this bid.
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.
- Bids must be in a sealed envelope/box prior to entering the Procurement Division. Procurement Division personnel are not permitted to view the submittal nor assist in placing document in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials for submittals (e.g.: envelopes, boxes, tape).**
- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator or
Lori Holmann, Business Outreach Coordinator
Telephone: 865.215.5760 / 865.215.5757
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org/lori.holmann@knoxcounty.org

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the “Non-Conflict of Interest” statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 DESCRIPTIVE LITERATURE:** Vendors may be asked to identify the manufacturer and the specifications to which they are submitting.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.
- 1.12 DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products “free on board” to final destination.
- 1.13 DUPLICATE COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No additional copies are required when submitting electronically.
- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept electronically transmitted bids when responding through the county's online Procurement system. Facsimile submission is strictly prohibited.
- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, “Knox Purchasing On-Line.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, “Knox Purchasing On-Line,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of their bid.

- 1.19 NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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.
- 1.20 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.21 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.22 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.23 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.24 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids be sent electronically. Bids being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.25 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division before **March 1, 2019 at 12:00 P.M.** local time. These requirements also apply to specifications that are ambiguous.
- 1.26 SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.
- 1.27 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.
- 1.29 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

- 1.30 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.31 **VENDOR DEFAULT:** Knox 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. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.32 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division prior to submitting their bid.
- 1.33 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.4 **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 such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

- 2.17 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 **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.
- 2.22 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of Medical Waste Collection and Disposal Services desired by Knox County and the Knox County Sheriff's Office (KCSO). Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2 **ADDITION OR DELETION OF GOODS AND SERVICES:** Knox County reserves the right to add or delete goods or services as the needs arise. If items are to be added, Knox County and the contractor will arrive at a mutually agreed price.
- 3.3 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.4 **AUTHORIZED DEALER:** Bidders must include documentation to the fact they are an authorized dealer for the products they are bidding. This can be a statement from the manufacturer. Only authorized dealers of the products they are bidding will be considered for award.
- 3.5 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the successful vendor's staff providing services to the Knox County Sheriff's Office (KCSO). Any cost will be borne by the KCSO. Certain felony convictions will prevent individual persons from being on KCSO property.

- 3.7 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.8 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.
- 3.9 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful vendor. The Knox County Procurement Division will draft the Contract and the Contract must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts or Terms of Agreements, Service Agreements, etc.
- 3.10 CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County's account so as to avoid any interruption of service.
- 3.11 COOPERATIVE PURCHASING:** Bidders are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.
- 3.12 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.13 DISCONTINUED ITEMS:** The successful bidder shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. KCSO will be the sole judge if the substitution is appropriate.
- 3.14 ENTRANCE TO KNOX COUNTY SITES:** Only authorized employees of the successful vendor is allowed on the premises of Knox County sites. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendors. Visual employee identification is greatly encouraged. (e.g. uniform, badge.)
- 3.15 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|-------------------|------------------|
| Price | 70 points |
| Experience | 20 Points |
| References | 10 Points |
- 3.16 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results.

Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

- 3.17 INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Procurement Director or their designee.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 3.18 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County as additional insured. Endorsement page(s) shall be provided with each COI for the life of the contract.
- 3.19 INVOICING:** All invoices shall be mailed in duplicate to the Knox County Sheriff's Office, 400 Main Street, Suite L-149, Knoxville, TN 37902. All invoices must show the Purchase Order number or contract number. Without this information, the invoice may be rejected for payment. Invoices can also be emailed to invoices@knoxsheriff.org.
- 3.20 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.21 NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.22 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. Submission of your bid will be an acknowledgement to this provision.
- 3.23 PRICING:** The bidder(s) warrants that the unit price stated 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 first year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:
- 3.23.1** Continue with the existing prices;
 - 3.23.2** Request a lower price increase;
 - 3.23.3** Not accept the renewal offer.
- If a price increase is approved by Knox County and the Knox County Sheriff's Office, the approval notification will be sent in writing and the contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.
- 3.24 QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Orders will be placed on an as needed basis.
- 3.25 REFERENCES:** Vendor's must submit three (3) references for which your organization has provided such services. Include agency name, contact person, up to date phone, email and fax number. Knox County may not be used as a reference.

- 3.26 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the work. KCSO may require that the successful vendor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of KCSO.
- 3.27 REPORTS:** When needed, Knox County will require the vendor to generate needed reports. Examples include, but are not limited to, reports of inspections. Knox County will expect prompt and legible reports. Any such cost for these reports is to be built into the costs asked for herein.
- 3.28 SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The contractor 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 required as by OSHA, EPA and AHERA.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- Contractor shall be required to furnish their employees with the proper Personal Protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.
- 3.29 SCHEDULING OF WORK:** Vendor(s) shall cooperate with the Knox County in performing work so that interference with the normal program will be held to a minimum. However, in the event of emergency service, scheduling of work in order to reduce interruptions is less necessary, although still desired.
- 3.30 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **March 1, 2019 at 12:00 p.m.** local time. Submit questions as noted in Section 1.1.
- 3.31 USE OF TRASH CONTAINERS:** Vendors are advised that Knox County policy does not allow vendors to utilize on-site trash bins paid for by Knox County. Vendors are responsible for removing and disposing of debris associated with the work they are performing.
- 3.32 VENDOR'S CONTRACT:** The Knox County Procurement Division will not accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements, Terms and Conditions or other submitted contract agreements are submitted, they will not be accepted.
- 3.33 VENDOR(S) RESPONSIBILITIES:** At their own expense, the vendor shall:

- Provide qualified supervision
- Provide qualified workers
- Perform work without unnecessarily interfering with Knox County activities or other vendors
- Provide courteous, efficient and prompt service in response to call estimates, new service, repairs and complaints

SECTION IV SPECIFICATIONS

- 4.1 CONTRACTOR'S RESPONSIBILITY:** It will be the responsibility of the contractor to furnish all packaging and labeling supplies as part of the Contract price. The supplies will include, but not limited to, the following items for each pick up location:
- 4.1.1** Tape Dispenser
 - 4.1.2** Tape – 3" wide x 250' long cellophane
 - 4.1.3** Heavy Plastic Container with Locking Lid, prefer larger than 30 Gallon
 - 4.1.4** Red plastic bags size.
 - 4.1.4** Contractor to remove current sharps containers and replace with their new ones

- 4.2 DISPOSAL:** The successful contractor shall collect from Knox County premises and dispose of all biomedical waste generated by these Knox County facilities listed herein. Biomedical waste is defined by the U.S. Government as infectious waste. The contractor is to furnish Knox County with EPA approved containers including all supplies for safe storage and disposal. The contractor will assume full responsibility for transporting and disposing of waste in accordance with all EPA standards and procedures, upon acceptance, at point of collection. The contractor will furnish proof of disposal for Knox County records.
- 4.3 EPA APPROVED:** The contractor shall pick up the waste from the designated locations and transport the waste to an EPA approved incineration site for disposal. The contractor shall agree it will incinerate all biomedical infectious waste generated by the Knox County sites listed herein a manner which is consistent with the requirements of all federal, state and local laws and will indemnify and hold Knox County harmless from any loss or damage that may occur as a result of the negligent action or inaction of the contractor, its employees or agents.
- 4.4 HISTORY:** Knox County Sheriff's Office Facilities waste current consist of RMW, Sharps, Pathological and Pharmaceutical. The current size of containers in the facility is 35-38 gallon containers. No square, stackable, NSF or reusable containers.
- 4.5 KNOX COUNTY RESPONSIBILITY:** Knox County agrees that all waste will be free of any materials not classified as infectious as defined by the Tennessee Department of Air Pollution Control and be free of any materials defined as radio-active by the Atomic Energy Act of 1984 as amended.
- 4.6 LOCATION OF WASTE COLLECTION:** The pickup location for the Knox County Sheriff's Office Roger D. Wilson Facility will be 5001 Maloneyville Road, Knoxville, TN 37918, inside the gated area. The pickup location for the Knox County Sheriff's Office Jail will be 400 Main Street Level: L1 Knoxville, TN 37902 at the sally port on L1. The Vendor will not need to enter the facility to do any additional paperwork for entry.
- 4.7 MANIFEST:** The contractor shall provide Knox County with a manifested pick up receipt and a certificate of the final destruction of each load of waste, and will maintain records of said destruction for a period of three (3) years after contract ends.
- 4.8 SITE COLLECTIONS:**

Site	Number of Containers	Days of Collection
Knox County Sheriff's Office Jail 400 Main Street Level: L1 Knoxville, TN 37902	Estimated at 20	Tuesdays
Knox County Sheriff's Office Roger D. Wilson Detention Facility 5001 Maloneyville Road Knoxville, TN 37918	Estimated at 8	Tuesdays

- 4.9 TRANSPORTATION:** It is the responsibility of the contractor to adhere to the scheduling of collection/disposal days and times that are not stated in this solicitation and agreed to by the successful vendor. If any problems arise due to inclement weather or vehicle breakdowns, It is the contractor's responsibility to make the appropriate adjustments to continue collection/disposal practices with the least amount of disruptions to the normal schedule.

Note: Bidders need not return pages 1-10 with their response. Pages 11-15 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

SECTION V VENDOR'S INFORMATION & PRICING FOR INVITATION FOR BID #2791, MEDICAL WASTE COLLECTION AND DISPOSAL SERVICES

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor Address _____

5.4 City _____ State _____ Zip _____

5.5 Telephone Number _____ Fax Number _____

5.6 Contact Person _____

5.7 E-Mail Address _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

5.8 Authorizing Signature _____
(Original should be signed in BLUE ink)

5.9 Knox County Business License Number (If applicable). Please enclose a copy of license with bid.

5.10 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDUM 1 _____ ADDENDUM 2 _____ ADDENDUM 3 _____ ADDENDUM 4 _____

5.11 Do you accept the terms and conditions of the bid? ____YES ____NO ____ YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

5.12 Will you accept Knox County's VISA Card as a form of payment without additional fees? ____Yes ____ No

5.13 Will you allow Cooperative Purchasing as per Section 3.11? ____Yes ____No

5.14 Have you enclosed the signed Insurance Checklist as per Section 3.18? ____Yes ____No

5.15 What size and type of container will you provide? _____

5.16 Collection & Disposal Fee for each container \$ _____

5.17 Collection & Disposal Fee for container(s) over 40 lbs.? _____

5.18 Collection & Disposal Fee for each container under 40 lbs.? \$ _____

5.19 What is your maximum acceptable container weight ? _____

5.20 Emergency pick-up/disposals:

What is your response time for emergency pick-up? _____

Cost for extra pick-up/disposal per container \$ _____

5.21 Cost for Sharps containers and required bracketing for mounting \$ _____

5.22 Will you be able to meet the collection schedule listed herein? _____

5.23 State number of years in the medical waste collection and disposal business. _____

5.24 State number of employees. _____

5.25 Have you attached a list of at least three (3) references that you have performed this service for in the past five (5) years? _____ YES _____ NO

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 2791**

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE								COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION								STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY								\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X								COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000
										BODY INJURY (Per -Person)	
										BODY INJURY (Per-Accident)	
										PROPERTY DAMAGE (Per-Accident)	
YES	4.	COMMERCIAL GENERAL LIABILITY								LIMITS	
			CLAIM MADE				X	OCCUR	EACH OCCURRENCE	\$ 1,000,000	
									FIRE LEGAL LIABILITY	\$ 100,000	
									MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER							PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY	X	PROJECT		LOC	GENERAL AGGREGATE	\$ 2,000,000		
								PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 2,000,000		
YES	5.	PREMISES/OPERATIONS								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE								NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE								\$ 1,000,000	
		PROFESSIONAL LIABILITY									
NO	10.		ARCHITECTS &ENGINEERS						\$1,000,000 PER OCCURRENCE/CLAIM		
NO			ASBESTOS & REMOVAL LIABILITY						\$2,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL MALPRACTICE						\$1,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL PROFESSIONAL LIABILITY						\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O								\$500,000 PER OCCURRENCE/CLAIM	
YES	12.	MOTOR CARRIER ACT ENDORSEMENT								\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE									
NO	14.	GARAGE LIABILITY								\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY								\$500,000 COMPREHENSIVE \$500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE								\$	
NO	17.	DISHONESTY BOND								\$	
NO	18.	BUILDERS RISK								PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H								FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH COI FOR THE LIFE OF THE CONTRACT.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTOR NAMED BELOW HAVE ADVISED THE CONTRACTOR OF REQUIRED COVERAGE.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

CONTRACTORS'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTORS NAME: _____ AUTHORIZING SIGNATURE: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REFERENCE PAGE
BID NUMBER 2791**

REFERENCES

Please provide contact information for three (3) clients, preferably government clients that we may contact for reference. Knox County Government (Sheriff's Office) cannot be used as a reference.

REFERENCE ONE

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PERSONS TELEPHONE AND FAX NUMBERS: _____

CONTACT PERSONS EMAIL ADDRESS _____

REFERENCE TWO

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PERSONS TELEPHONE AND FAX NUMBERS: _____

CONTACT PERSONS EMAIL ADDRESS _____

REFERENCE THREE

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PERSONS TELEPHONE AND FAX NUMBERS: _____

CONTACT PERSONS EMAIL ADDRESS _____