

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Recycled Material Recovery Services** as specified herein. Proposals must be received by **2:00 p.m. Eastern Time on July 25, 2019**. Late proposals will be neither considered nor returned.

Please Deliver Proposals to:

**Proposal Number 2870
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name and Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Karen D. Smitherman, CPPB, PMP, Manager of Construction and Energy Contracts, at 865.215.5753. Questions may be faxed to 865.215.5778 or E-mailed to karen.smitherman@knoxcounty.org. Information about the Knox County Procurement Division and current bids/proposals may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Proposers shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the Proposal closing.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).
- 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 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 proposer(s) meeting specifications, and who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 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 the 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 Disadvantaged Business Program please contact:

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

- 1.7 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 closing of this solicitation.
- 1.8 COOPERATIVE PURCHASING:** Proposers must indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Indicate any additional delivery charges or minimum orders for purchases by other entities.

- 1.9 **COPIES:** Knox County requires that proposals submitted by hand be one (1) marked as original and four (4) exact copies. **Proposers must submit with their written response an exact electronic version of their proposal in one (1) single, complete pdf file on a CD-ROM or flash drive format.** Knox County requests that proposals be concise with no duplication of answers. Financial statement(s) must be submitted in electronic form.
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being deemed non-responsive and disqualified.
- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested, all submissions shall be in written format and hand delivered or shipped to the address listed on Page 1 of this document. Facsimile and E-mail submission is strictly prohibited.
- 1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing software system, "Knox Procurement 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 at www.knoxcounty.org/procurement, register as a vendor in our on-line purchasing system, "Knox Procurement 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.
- 1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal and any oral presentation, if required by Knox County.
- 1.14 **MULTIPLE PROPOSALS:** Knox County may consider multiple proposals that meet specifications.
- 1.15 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying 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.
- 1.16 **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 the Knox County Procurement Division via the method selected by the Vendor during registration. 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 Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their proposal if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Vendors are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.17 **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.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must 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 each Proposer's ability.

- 1.20 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, 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 sent by common carrier. Knox County shall also not be responsible for proposals delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register as a vendor less than twenty-four (24) hours prior to the proposal closing time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals:
- 1.21.1** Be submitted on recycled paper;
 - 1.21.2** Not include pages of unnecessary advertising;
 - 1.21.3** Be made on both sides of each sheet of paper.
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) 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 proposing procedures must be received in the Procurement Division by **4:30 p.m. Eastern Time on July 11, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** **In order to be considered all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the terms and conditions stated in the document.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination on 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 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.27 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.
- 1.28 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** 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." Proposers must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than one (1) hour prior to scheduled solicitation closing.
- 1.29 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 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.
- 2.3 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.
- 2.4 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 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, Request for Proposals, Proposal, 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 proposal, each proposer and each person signing on behalf of any proposer 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 proposer 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 that 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 provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (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 set-off, 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 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 any time. 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, solicitation 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 upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 ACCEPTANCE: Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.2 ADDITIONS/DELETIONS: Knox County reserves the right to add departments, goods and/or services to this term Contract or delete departments, goods, and/or services that have become obsolete in demand.

3.3 AGENCY CONTACTS: Contractor will be given a list of key personnel directly associated with the service to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting Contract.

3.4 AWARD LENGTH: Knox County intends to issue a three (3) year award with the option to renew upon mutual consent of both parties. The term agreement may be renewed for seven (7) one-year periods, one (1) year at a time, for a possible total of ten (10) years. The renewal option is at the discretion of Knox County. Knox County reserves the right to purchase these services from other sources if the need arises.

Knox County reserves the right to revoke the award if a pattern of unavailability or other service issues arises with the vendor(s). Should Knox County desire not to renew, no reason needs to be given.

3.5 CERTIFICATION: Vendors shall be certified, if applicable, in providing service for the recycling they are proposing.

3.6 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 (e.g. add/delete departments and add/delete services) as necessary for the complete and successful operation of the services provided under this term contract after consultation with the vendor. Additional departments and locations may be added only after written authorization is given by Knox County Procurement. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. 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 service.

3.7 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 E-mail. It is essential that the Contractor have an efficient and properly working fax machine as well as E-mail capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, fax numbers and E-mail addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.9 CONTACT INFORMATION: For purposes of this solicitation, all information regarding this Request for Proposals shall be directed to:

Knox County Procurement Division
Karen D. Smitherman, CPPB, PMP
1000 North Central Street, Suite 100
Knoxville, TN 37917
Phone: 865.215.5753
Fax: 865.215.5778
Email: karen.smitherman@knoxcounty.org

Knox County shall not be responsible for oral interpretations given by any Knox County Government employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification or additional information can be given. If Addenda are issued to this Request for Proposals, the Knox County Procurement Division shall promptly post such notice; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to check the Knox County Procurement Division website www.knoxcounty.org/procurement, under Solicitations, Current Solicitations, to determine if Addenda were issued and to make such Addenda a part of their proposal.

3.10 CONTACT PERSONNEL: It shall be essential to the success of this Contract for Knox County to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.11 CONTRACT EXECUTION: The award of this proposal may result in a contract between Knox County and the successful vendor(s). The Contract must be voted on by the Knox County Commission, if applicable, and receive a majority vote. The successful vendor(s) may be required to be present at the Work Session and full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the vendor(s) will need to attend the meetings. There shall be no cost to Knox County for attendance at the meetings. The Knox County Procurement Division will draft the Contract which will consist of: the written Contract; the Request for Proposals; the Vendor's response to the Request for Proposals; and Clarifications, if applicable. The Knox County Procurement Division **will not** accept any vendor's contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted contract agreements are submitted they **will not** be accepted.

3.12 CONTRACTOR'S DUTIES: All work performed under this Contract shall be performed in accordance with all provision of these specifications. By submitting a proposal, the owner or their representative acknowledges and accepts this clause. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of proposal and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

3.13 CONVENIENCE FOR KNOX COUNTY OPERATIONS: Proposers are to provide the mileage and an estimated time to complete a round trip route/haul from the following addresses to the Proposer's location(s) to be used for delivering material. The lowest amount of miles will receive the highest amount of points.

- Carter, 8815 Asheville Highway
- Dutchtown, 10618 Dutchtown Road
- Halls, 3608 Neal Road
- John Sevier, 1810 John Sevier Highway
- Karns, 6930 Karns Crossing Lane
- Powell, 7311 Morton View Lane
- Tazewell/Gibbs, 7201 Tazewell Pike
- EPW Main Office, 205 W. Baxter Avenue

3.14 COST: For the purpose of evaluating this proposal the proposers will be evaluated on the price of paper products (the department mainly depends on revenue generated from paper products). Proposed pricing for other recyclable commodities may need to be further negotiated by the Procurement Department once a successful proposer is chosen.

3.15 DESTINATION AND DELIVERY: Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.16 EVALUATION CRITERIA: Each proposal will be reviewed and evaluated as to how well it meets the requirements of the RFP and meets the needs of Knox County. It shall be the sole responsibility for each Proposer to provide details for any and all capabilities or advantages the proposed firm may have.

Cost (will be evaluated using prices supplied for paper products)	40 Points
Operational Capabilities	30 Points
Materials Accepted	10 Points
Convenience for Knox County Operations	10 Points
Financial Security	10 Points

NOTE: Knox County will consider past experiences and/or concerns with Vendors during the evaluation stage.

3.17 EVALUATION REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, 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 proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.18 EVALUATION REVIEW AND PROCEDURES: Knox County will incorporate the following review procedures in the evaluation of the submitted proposals.

- 3.18.1** Knox County reserves the right to eliminate proposals that are clearly non-responsive to the stated requirements.
- 3.18.2** Each proposal received will be evaluated to determine if the vendor meets the minimum criteria and the degree to which the proposal is responsive to the requirements of this document. Therefore, proposers must exercise particular care in reviewing the Proposal Format required for this Request for Proposals.
- 3.18.3** The detailed evaluation that follows the initial examination may result in more than one finalist. At that point, Knox County may request additional information or presentations by proposers and/or carry out contract negotiations for the purpose of obtaining best and final offers.
- 3.18.4** Knox County reserves the right to visit the office(s) and or site(s) of the proposer(s) in order to inspect the facilities and meet key personnel.
- 3.18.5** Knox County reserves the right to withdraw this Request for Proposals at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- 3.18.6** Receipt of a proposal by Knox County or a submission of a proposal to Knox County offers no rights upon the proposer nor obligates Knox County in any manner.
- 3.18.7** Knox County reserves the right to waive minor informalities in proposals, provided that such action is in the best interest of Knox County. Any such waiver shall not modify any remaining Request for Proposals' requirements or excuse the proposer from full compliance with the Request for Proposals' specifications and other contract requirements if the proposer is awarded the contract.

3.19 EXCEPTIONS TO SPECIFICATIONS: Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab IX of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.20 FINANCIAL SECURITY:

- a. Proposers **must** include with their proposal a copy of their financial report for the past three (3) years.
- b. Proposers **must** include with their proposal information regarding any arbitration, litigation and claims. Submit a certified statement indicating whether any Respondent team members during the past three (3) years and the current year have had a claim made against them, had a claim or injunctive relief filed against them, or have themselves filed for injunctive relief. Please explain in detail the nature of the claim, circumstances, amount in dispute, date the suit was filed, and the outcome of the case.
- c. Proposers **must** indicate whether their company is currently under consideration for a merger. If so, please elaborate including with whom and the projected timeframe.
- d. Proposers **must** indicate whether their company has ever filed for reorganization or bankruptcy. If so, please provide dates and resolution information.

3.21 GRATUITIES AND KICKBACKS: It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

- 3.22 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof 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 their proposal.
- Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including all Endorsement Page(s) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.
- 3.23 INVOICE DETAIL:** Knox 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 Knox 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.
- 3.23.1** The invoice must show the amount due to the Contractor by Knox County.
- 3.23.2** The invoice must show an itemized detailed count including: date(s) of service period; the location(s) serviced; the quantity of each material hauled; the associated unit price for each item accepted; and the total amount due by Contractor or Knox County for the item(s) accepted.
- 3.23.3** Invoices are to be original and uniquely pre-numbered.
- 3.23.4** Submit original invoice and one (1) exact copy.
- 3.23.5** Invoices that do not show this information are subject to rejection.
- 3.24 INVOICE REVIEW:** Knox 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 that invoice. 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 Knox County receives a correct invoice.
- 3.25 INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be submitted monthly and are to be original and uniquely pre-numbered.
- Invoices must be submitted in duplicate and must match the corresponding Purchase Order number, if applicable. There shall be no component billing.
- Invoicing and account information is as follows:
- 3.25.1 Invoices for Knox County Solid Waste:**
Knox County Solid Waste
250 West Baxter Avenue
Knoxville, TN 37917
- 3.25.2 Knox County Schools**
Knox County Schools Maintenance & Operations
ATTN: Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917
- 3.26 LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-finishing or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable State law.
- 3.27 MARKET CONDITIONS:** The awarded vendor(s) shall notify Knox County designees in the event that market conditions require temporary or permanent changes in the type(s) of material that can be accepted under any resulting Contract. Knox County will require that notice from the vendor include a reasonable timeframe for Knox County to make arrangements for the affected material(s) to be diverted by another source or service.

3.28 MATERIAL(S) ACCEPTED: If proposer currently accepts materials, proposer must supply documentation that all material (of similar type) collected in the list below has been marketed and sold as a recyclable material and document its beneficial end use.

If proposer does not currently accept materials, proposer must supply documentation (of similar type) on the destination of materials with a memorandum from an end user committing to buy/take the recyclable material and process the material into a beneficial end use.

Proposers must indicate if they will accept and propose market based pricing (if available) for collecting, sorting, and marketing for resale for the following list of materials. Proposers may also submit additional commodities and specify pricing for them to be collected separately or mixed with other acceptable commodities.

- Mixed paper
- Cardboard
- Facility/School Mix (mix of cardboard and office paper from facilities/schools delivered by county contractor)
- Mixed plastics #1 – #7
- Mixed plastics (other mixes of plastics desired by proposer)
- Aluminum Cans (collected in a single container separately from metal cans)
- Steel Cans (collected in a single container separately from other metal cans)
- Aluminum Cans (collected in a divided container with another type of can in adjacent compartment)
- Steel Cans (collected in a divided container with another type of can in adjacent compartment)
- Comingled mix of aluminum and steel cans (mixed together in one container no dividers)
- Comingled mix of acceptable recycled materials (single stream, no glass)
- Glass (source separated by color)

3.29 NEGOTIATION: Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.30 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.

3.31 NO CONTACT POLICY: After the date and time that the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.32 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for closing the Request for Proposals.

3.33 OPERATIONAL CAPABILITIES: Operational capabilities will be based on the proposers' facilities, equipment, staff, and resources for physically recycling and marketing of recyclable material delivered to the facility. Proposers should describe their operational capabilities using the following list. Proposers should show proof and documentation of equipment, staff, or capabilities that would support any claims made about the quality of their operational capabilities.

- a. List of facilities that will accept material delivered located in or near Knox County (by address)
- b. List of recycling equipment at each facility in or near Knox County
- c. List of staff members and/or plant operators in or near Knox County
- d. List of commodity buyers or clients that regularly purchase recyclable materials (documentation needed)
- e. List of certified scales capable of weighing a roll-off truck. Certified scales are considered a minimum requirement.
- f. List of transportation methods/contractors to be used (for transporting commodities to end users)
- g. Other unique recycling equipment or capabilities that proposers wish to list. Please specify and provide documentation.

- 3.34 PRE-PROPOSAL CONFERENCE:** There will be a non-mandatory Pre-Proposal Conference held on **July 02, 2019**, beginning promptly at **10:00 a.m. Eastern Time**. Location is the Knox County Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Please review the Request for Proposals prior to this meeting and bring a copy of the RFP with you. Potential proposers are encouraged to be present at this conference to hear more about the proposal and ask questions. Vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing and made part of the solicitation. Official addenda must be issued from the Knox County Procurement Division.
- 3.35 PRICING:** Proposers must quote a firm fixed percentage for all materials and services for the first thirty-six (36) months. At renewal time, the Contractor may request a percentage/price increase/decrease. Proof of need for percentage/price increase/decrease must be supplied to the Knox County Procurement Division. Knox County reserves the right to accept or reject the requested percentage/price increase/decrease. If the percentage/price increase/decrease is rejected, the Contractor may:
- Continue with existing percentages/prices;
 - Submit a revised request for percentage/price increase/decrease;
 - Not accept the renewal offer.
- If a percentage/price increase/decrease is approved by Knox County, the approval notification will be done in writing and the vendor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the Contract file. No approvals will be authorized verbally.
- Knox County will work with awarded Vendor(s) to determine documentation required to confirm pricing during the Contract term. There shall be no additional charge for providing this documentation.
- 3.36 PROPOSAL CONTENT:** The proposer's response must contain a thorough description of the background of the Proposer and sufficient evidence showing that the Proposer is capable of providing the goods and services. The proposer's response must thoroughly expound on the proposer's understanding of how the Proposed Services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.
- 3.37 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.38 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.39 PROPOSER INTERVIEWS:** Knox County requests that proposers demonstrate their capabilities as well as a thorough knowledge of the intent of this RFP. Knox County reserves the right to request interviews to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding any portion of same.
- 3.40 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.
- 3.41 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.42 QUALIFICATION OF PROPOSERS:** Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary facilities, ability, and financial resources to furnish the service specified herein in a satisfactory manner, and the proposer may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the proposer's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

- 3.43 QUANTITIES:** Knox County does not guarantee any quantities of materials or services to be provided from of this term Contract. See Section 4.3 for additional information.
- 3.44 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 3.45 REFERENCES:** Proposers must submit a list of up to three (3) references with which you have provided this type of service within the past three (3) years; contracts shall be of similar size and in effect for one (1) year or longer. Show the name of the agency or institution, person to contact, their telephone number and the nature and size of the Contract. Do not list Knox County, Tennessee or Knox County Schools as a reference. References shall be submitted on Attachment C of this RFP.

Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be evaluated accordingly.

- 3.46 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.47 REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County 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 Knox County.

- 3.48 REPORTS:** Successful Vendor(s) must provide an end of the month report detailing the following:

- Date/Time of Delivery
- Type of material delivered
- Origin of material (e.g.: center, facility, event)
- Vehicle description (e.g.: truck number or driver's name)
- Weight of each truck (based inbound and outbound weights)
- Unit of Measure (in tons; 1 ton = 2,000 lbs)
- Unit Price of commodity
- Total payment or bill amount to County

- 3.49 REVENUE:** Vendors will submit pricing that may result in revenue as a price per ton paid to Knox County for the recovery of recycled material. A check for the revenue generated must be sent back to Knox County within thirty (30) days after the calendar month has passed. For example, for services provided in January, a check must be sent to Knox County by March 1st.
- 3.50 SAFETY:** The successful Vendor(s) shall exercise good safety precautions while performing the services required in this proposal. The successful Vendor(s) shall have properly trained employees in the safe operation of any and all equipment to be used. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and any other regulatory agency. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).
- 3.51 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 the safety provisions of the **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 Vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

Vendors, by submission of their quote, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment and trained in the safe application of proposed product.

- 3.52 SCALE/MANIFEST TICKETS:** Vendor(s) must provide a scale ticket for each load. Scale tickets must include the date, time, type of material delivered, origin of material delivered, vehicle description, weight of material/load inbound, weight of material/load outbound, and any other attributes necessary to keep track of material delivered for accounting purposes.
- 3.53 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. Eastern Time July 11, 2019**. Submit questions as noted in Section 1.1. Questions submitted will be reviewed by Knox County and answered via written Addendum. Addenda will be released through Knox County's online portal and posted on the County's website at www.knoxcounty.org/procurement, under Solicitations, Current Solicitations. Proposers shall be solely responsible for acknowledging any Addenda.
- 3.54 TENNESSEE REGISTRATION:** The successful proposer must be registered to do business in the State of Tennessee, if applicable.
- 3.55 THIRD PARTY CONTRACTORS:** Vendors whom submit a proposal and plan on using a third party for providing any service for their proposal, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third party Contractors.

SECTION IV SCOPE OF SERVICES

- 4.1 COUNTY INTENT:** Knox County is seeking to retain the services of a turnkey vendor to accept recyclable materials delivered by Knox County, or agents on its behalf, to recover the recyclable materials by commodity, market the recyclables for resale, and remit money back to the County based on the materials' market value. Award will be based on Best Value. Best Value means more than low cost. It includes the items listed in the Evaluation Criteria and other factors detailed herein.

Knox County or one of its agents will collect and deliver recyclables to the vendor. Recyclables may be delivered mixed or sorted by a combination of commodity, color, grade and type of material. Materials may be delivered compacted or loose. The County will require the vendor to accept all material delivered by the County and pay the County based on the value of the material delivered or recovered. The County is seeking a no cost or revenue positive solution for all materials, but the County may pay for hard to market materials to be recycled. The successful vendor(s) will be required to provide documentation about the beneficial end use for all materials delivered.

- 4.2 CONTAMINATION:** Proposers should address how contamination of loads will be handled at the facility and what process will be followed if loads are delivered to the facility that do not fully meet the descriptions listed for "materials accepted."
- 4.3 RECYCLABLE MATERIAL DELIVERED BY KNOX COUNTY:** Proposers must submit pricing per ton (1 ton = 2,000 lbs.) for recyclable commodities effective for the due date of the RFP. A positive number indicates the proposer will pay the County and a negative number will indicate that the County will pay for the material recovery. Proposers must further supply the methodology used to calculate the price. Price should be based on the market value of the material. Knox County prefers the cost methodology proposed to be based on a generally accepted published market price from a trade publication or index.

Recyclable commodities with industry accepted market prices:

The proposer must use published market prices in trade publications as a benchmark for the proposed price.

Recyclable commodities without industry accepted market prices:

For materials with no accepted trade publication, a clear and easily understandable methodology must be used to explain the price being proposed. Proposers are encouraged to show proof of value or cost for such materials that support the claims of value or cost for each material. Proposers may also propose a fixed cost to be held for the contract period.

- 4.4 RECYCLABLES COLLECTED 2018 CALENDAR YEAR (1 TON = 2,000 LBS.):** The following estimates should not be interpreted as a guaranteed quantity. Knox County recyclable collections are voluntary, and therefore, vary along with the local economic conditions, weather, local market value and public participation.

Tons	Material	Source
54	Steel Cans	Convenience Centers
69	Aluminum Cans	Convenience Centers
1,623	Corrugated (OCC)	Convenience Centers
1,242	Mixed Paper & Newsprint	Convenience Centers
532	Mixed Glass	Convenience Centers
578	Mixed Plastics #1 – #7	Convenience Centers
3	Single Stream	Health Department

4.5 SAMPLE COST RESPONSE WORKSHEET

Material	Price per ton effective RFP due date	Cost methodology (attachments and documentation may be necessary)	This type of material is currently being accepted and recycled at our facility(ies)	
Mixed paper			YES	NO
Cardboard			YES	NO
Facilities Mix (mix of cardboard and office paper from facilities and schools delivered by County contractor)			YES	NO
Mixed plastics #1 – #7 (no Styrofoam)			YES	NO
Aluminum cans			YES	NO
Steel cans			YES	NO
Comingled mix of material (single stream)			YES	NO
Glass (separated by color)			YES	NO
Mixed glass (not separated by color)			YES	NO

4.6 **SOURCES OF MATERIAL:**

Type of Source	Current Location	Materials
Carter Convenience Center	8815 Asheville Highway	Paper, cardboard, aluminum and steel cans, color separated glass
Dutchtown Convenience Center	10618 Dutchtown Road	Paper, cardboard, aluminum and steel cans, color separated glass
Halls Convenience Center	3608 Neal Road	Paper, cardboard, aluminum and steel cans, color separated glass
John Sevier Convenience Center	1810 W. Governor John Sevier Highway	Paper, cardboard, aluminum and steel cans, color separated glass
Karns Convenience Center	6818 6930 Karns Crossing Lane	Paper, cardboard, aluminum and steel cans, color separated glass
Powell Convenience Center	7311 Morton View Lane	Paper, cardboard, aluminum and steel cans, color separated glass
Tazewell Pike/Gibbs Convenience Center	7201 Tazewell Pike	Paper, cardboard, aluminum and steel cans, color separated glass
County Offices and Schools	Multiple Locations	Facilities cardboard and office paper mix (front load compactor truck)
Health Department (roll-off box)	140 Dameron Avenue	Comingled mix of material (single stream)
Community Recycling Events	Multiple Locations	Comingled mix of material (single stream)

SECTION V PROPOSAL FORMAT

Proposers must have a minimum of three (3) years' experience in providing Recycled Material Recovery Services, preferably to a governmental entity similar in size, scope, and function to Knox County, Tennessee, prior to the closing date for this Request for Proposals. Proposals may be submitted by a single business entity, a joint venture, or partnership.

Proposers are to use the following format for the preparation and submission of their proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposals. Failure to include any of the requested documentation listed below or to follow this format may be just cause for rejection of proposals.

Proposals shall be submitted in a three-ring binder and the cover must have the name and number of the Request for Proposals, the closing date of the Request for Proposals, and the respondent's company name. **PROPOSERS MUST HAVE THEIR BINDER IN THE EXACT FORMAT LISTED BELOW.** Each proposal must completely address all questions/statements listed in each tab. Each section shall be separated by clearly marked tabs as per the format listed below and page numbers shall be placed on the bottom, center of each page. Cost of preparation of proposals is the sole responsibility of the proposer.

Knox County reserves the right to amend this Request for Proposals by Addendum prior to the closing date of this Request for Proposals.

TAB I TABLE OF CONTENTS AND COVER LETTER

Include a Table of Contents for your submittal.

Include a one page cover letter that includes a summary of the Proposer's ability to provide the services specified in the Request for Proposals and a statement authorizing the submission of the proposal **signed in blue ink** by a principal of the company.

TAB II PROPOSER INFORMATION

- Company Name, address, and telephone/fax numbers
- Contact Person and Contact Person's E-mail address and telephone number
- Proposer's Vendor Number as assigned by Knox County
- State License, if applicable
- Knox County Business Tax License, if applicable
- Registration to do business in the State of Tennessee, if applicable
- Employer Identification Number (EIN)
- Background of your organization
- Number of years in business
- Copies of all applicable licenses, permits and certifications for company and employees
- Implementation plan
- Will you accept E-Commerce for payment?
- Will you allow Cooperative Purchasing?

TAB III ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposers are to acknowledge receipt of any Addendum(s) for this RFP.

TAB IV PROPOSED COST

Price/Cost per ton for each commodity effective on the due date of the RFP based on the cost methodology in Tab V.

TAB V COST METHODOLOGY

List of materials accepted and the pricing/cost methodology that exact price/cost is based on (e.g.: calculations, supporting documentation, market price, publication).

TAB VI MATERIALS ACCEPTED AND RECYCLED

Please list each of the materials Knox County will be delivering and an indication (yes or no) of whether each commodity (recyclable material) is currently being accepted at your site(s) for recycling.

Please list how contamination of loads will be handled at the facility, including process(es) to be followed for loads containing contaminants.

TAB VII	<p><u>BENEFICIAL END USE</u> Documentation for beneficial end use proving each commodity is being recycled (or letters of commitment from a buyer stating that they will accept the commodity with proof of beneficial end use).</p> <p>Include a list of buyers or clients that regularly purchase recyclable materials; documentation required.</p>
TAB VIII	<p><u>OPERATIONAL CAPABILITIES</u> Include your Operational Capabilities as detailed in Section 3.33.</p>
TAB IX	<p><u>EXCEPTIONS TO SPECIFICATIONS</u> Proposers must state exceptions to specifications, if any, as detailed in Section 3.19.</p>
TAB X	<p><u>ATTACHMENTS</u></p> <ul style="list-style-type: none"> • Proposers must return the fully executed Iran Divestment Act signatory page as detailed in Section 2.13. • Proposers must complete and submit the Insurance Checklist with their proposal as detailed in Section 3.23. • Proposers must complete and submit their References with their proposal as detailed in Section 3.46.
TAB XI	<p><u>FINANCIAL SECURITY</u> Include your financial reports; information regarding arbitration, litigation and claims; information regarding possible mergers; and information regarding reorganization and bankruptcy per Section 3.20.</p>
TAB XII	<p><u>ADDITIONAL INFORMATION</u> Proposers may submit additional information regarding their company and the services they offer (e.g. unique recycling equipment or capabilities), believe are necessary to fully provide the services, or believe would be beneficial to Knox County within the context of the services requested in this RFP. NOTE: Please specify and include documentation regarding unique equipment or capabilities in this Section. Proposers may include advertisements, letters of recommendation, awards, et cetera.</p>

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2870
INSURANCE CHECKLIST**

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				<table border="1"> <tr> <td>X</td><td>ANY AUTO-SYMBOL (1)</td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>		X	ANY AUTO-SYMBOL (1)													
X	ANY AUTO-SYMBOL (1)																					
						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/AGGREGATE	\$ 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																
NO	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 DIRECT 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 OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) SHALL BE PROVIDED WITH EACH COI AS LONG AS THE CONTRACT IS IN EFFECT.

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

24. OTHER INSURANCE REQUIRED_____.

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

Agency's Name: _____ Authorizing Signature: _____

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

Vendor Representative' Name: _____ Authorizing Signature: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2870
AFFIDAVIT OF COMPLIANCE WITH**

IRAN DIVESTMENT ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company*)

_____, (the "Company") and, after being duly authorized by the
Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20____.

Notary Public
My Commission Expires:

**ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 2870
REFERENCES**

VENDOR NAME: _____

Vendor must submit a list of up to three (3) References with which you have provided this type of service within the past three (3) years; contracts shall be of similar size and have been in service for one (1) year or longer, if applicable. Do not list Knox County Government, Knox County Schools, Knox County Sheriff's Office or the Public Building Authority as a reference.

Reference # 1

Name of Firm: _____

Contact Person: _____ **Phone number:** _____

E-mail address (required): _____ **Fax number:** _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: \$ _____ (over the life of the Contract)

Contract start date: _____ **Contract end date:** _____

Reference #2

Name of Firm: _____

Contact Person: _____ **Phone number:** _____

E-mail address (required): _____ **Fax number:** _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: \$ _____ (over the life of the Contract)

Contract start date: _____ **Contract end date:** _____

Reference #3

Name of Firm: _____

Contact Person: _____ **Phone number:** _____

E-mail address (required): _____ **Fax number:** _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: \$ _____ (over the life of the Contract)

Contract start date: _____ **Contract end date:** _____