

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Battery Collection Services** as specified herein. Bids must be received by **2:00 p.m. on November 12, 2019**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 2903
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Senior Buyer, Construction and Contract Specialist at 865.215.5756. 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 ninety (90) 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 Bid.
- 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, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on a schedule basis, item-by-item basis, an all or none basis or by multiple award whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.
- 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. The time clock in the Procurement Division shall become 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 electronically less than one (1) hour prior to the bid opening 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.**
- 1.7 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 opening of this solicitation.
- 1.8 COOPERATIVE PROCUREMENT:** Bidders must 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.

- 1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.
- 1.10 **DECLARATIVE STATEMENT:** 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 their bid being non-responsive and disqualified.
- 1.11 **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
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

- 1.12 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement 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 Procurement 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 subsection 1.1 of this document.
- 1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.15 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **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.

- 1.18 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders 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 bidders' ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:
- 1.20.1** Be submitted on recycled paper
 - 1.20.2** Not include pages of unnecessary advertising
 - 1.20.3** Be made on both sides of each sheet of paper.
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (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 bid procedures must be received in the Procurement Division no later than **12:00 p.m. local time on November 1, 2019**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in blue ink.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 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.
- 1.25 TITLE VI OF THE 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.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.
- 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 bidder's list for twenty-four (24) months.
- 1.28 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. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 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 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 this bid is to convey to prospective bidders the type and quality of Battery Collection Services as desired by the Knox County Solid Waste department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ACCOUNT SET-UP:** The successful vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works, Knox County Property Management and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful vendor(s). The successful vendor(s) will be required to invoice, as well as post payment, to the proper agency.
- 3.4 ADDITIONS/DELETIONS:** Knox County reserves the right to add items to this term bid or delete items that have become obsolete in demand. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.5 AWARD STATUS:** Knox County intends to issue a one (1) year 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. Knox County reserves the right to purchase these items/services 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. Should Knox County desire not to renew, no reason needs to be given.
- 3.6 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the Contractor's staff providing services to certain information-sensitive departments (i.e. Knox County Sheriff's Office and the court system areas). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County.
- 3.7 BATTERIES ACCEPTED:** Proposers must indicate in Section 5.21 if they will accept the following materials:
- Lead Acid batteries
 - Nickel-Cadmium
 - Lithium button batteries
 - Lithium Ion batteries
 - Other rechargeable batteries (e.g. power tools and cameras)
 - Non-rechargeable alkaline batteries (e.g.: AA, AAA, D, C and 9V)
- 3.8 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.9 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 all, of the successful bid 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.
- 3.10 CERTIFICATION:** Contractor shall maintain all applicable state and federal certifications required to provide this type of service. Contractor's equipment operators shall be certified in the proper operation of the equipment they will provide. Copies of current certifications shall be included in their bid package.
- 3.11 CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s).

Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

- 3.12 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.
- 3.13 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). 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 (1) 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.
- 3.14 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Vendor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the equipment provided and services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend the meeting(s). There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. 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** be rejected.
- 3.15 CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding 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 and plans. 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.
- 3.16 COST:** For the purpose of evaluating this bid, the bidders will be evaluated on the price of Lead Acid batteries. Lead Acid batteries paid weight must be based on the high side of the London Metals Exchange Published Prices for the day the Invitation for Bid opens. Price may be positive or negative with respect to the high side, but pricing will be paid to Knox County. Bidders must further supply the methodology used to calculate the price for Lead Acid batteries. Price should be based on the market value of the Lead Acid batteries.
- For all other batteries a positive number indicates contractor will pay the County, a negative number indicates a charge to the County, and zero indicates no charge. Knox County reserves the right to negotiate pricing or other batteries once the successful bidder(s) is chosen.
- 3.17 DESTINATION AND DELIVERY:** Bidders 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.
- 3.18 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|---|-----------|
| Cost (will be evaluated using price supplied for Lead Acid batteries) | 70 Points |
| Batteries Accepted | 15 Points |
| Resources | 15 Points |
- 3.19 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.

3.20 EXCEPTIONS TO SPECIFICATIONS: Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

3.21 FINANCIAL SECURITY:

- a. Bidders **must** include with their bid 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.
- b. Bidders **must** indicate whether their company is currently under consideration for a merger. If so, please elaborate including with whom and timeframe.
- c. Bidders **must** indicate whether their company has ever filed for reorganization or bankruptcy. If so, please provide dates and resolution.

3.22 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.

3.23 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 the proposal.

Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and naming Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI on file with Knox County Procurement at all times.

3.24 INTERPRETATION: No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

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

Invoices shall be sent to the "billing" address printed on the purchase order. Invoices must be submitted in triplicate and must match the corresponding purchase order number. There shall be no component billing.

Invoicing and account information is as follows:

3.25.1 Invoices for Knox County Engineering and Public Works:

Knox County Engineering and Public Works
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.25.2 Invoices for Knox County Property Management:

Knox County Property Management
Attn: Senior Buyer/Materials Control Supervisor
1005 Stewart Street
Knoxville, TN 37917

- 3.26 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 those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.
- 3.27 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.
- 3.28 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.
- 3.29 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.30 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bid.
- 3.31 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open 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.
- 3.32 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.
- 3.33 PRICING:** The Contractor(s) warrants that the unit price stated for all items except Lead Acid batteries shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, 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 vendor may:

- Continue with the existing prices
- Request a lower price increase
- Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and Knox County Solid Waste, the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.34 PRICING:** Knox County will work with awarded Vendor(s) to determine documentation required to confirm pricing during the Contract term for Lead Acid batteries. There shall be no additional charge for providing this documentation.
- 3.35 QUANTITIES:** Knox County does not guarantee any quantities to be ordered at any one particular time. There shall be no minimum order requirements from the vendors as this agreement is on an "as needed" basis. Knox County will make every effort to order even quantities but no guarantee is given or implied.
- 3.36 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 3.37 REFERENCES:** Bidder shall submit a list of three (3) projects of similar size which have been in service for the last three (3) years. 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. References checks will be sent via e-mail only. 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 scored accordingly.
- 3.38 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.39 RESOURCES:** Bidders **must** provide a summary detailing the number of employees, equipment, and certifications held within their business to be used for battery collection. The list shall include, but not be limited to, a description of vehicles and equipment, including age and condition, staff members and their experience, and other resources that will be used to perform the work for the County.

Bidders must furnish satisfactory documentation stating that they have operated or are presently operating a collection and/or processing business of the type described in this document and they have done so under all conditions prevailing in this area. The County prefers that bidders have performed this type of service for minimum of three (3) years. If a bidder has not operated such a system for this amount of time, sufficient information must be provided with their bid in order to substantiate their experience in comparable fields or that they employ qualified personnel enabling them to comply with the requirements of the bid specifications.

The Contract will not be awarded to any bidder that has an unsatisfactory performance record, inadequate experience or who lacks the necessary organizational and equipment to conduct and complete the services in strict accordance with the specifications.

Each bidder 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 bidder may also be required to show past history and references which will enable the Procurement Director to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

- 3.40 REVENUE:** Vendors will submit pricing that may result in revenue paid to Knox County for the recovery of batteries. 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.

- 3.41 SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with Tennessee Occupational Safety Regulations and any other Regulatory Agency.
- 3.42 SAFETY:** The successful Vendor(s) shall exercise good safety precautions while performing the services required in this bid. 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).
- 3.43 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 bid, 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.
- 3.44 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **12:00 p.m. local time on November 1, 2019**. Submit questions as noted in Section 1.1.
- 3.45 TENNESSEE REGISTRATION:** Bidders must be licensed to do business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be included in the sealed envelope with their bid.
- 3.46 THIRD PARTY CONTRACTORS:** Vendors whom submit a bid and plan on using a third party for providing any service for their bid, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this bid. Knox County will not have any contractual liability for any third party Contractors.

SECTION IV SCOPE OF WORK

4.1 COUNTY INTENT: The County is seeking a revenue positive turnkey contractor for recycling lead automotive and other batteries collected at Knox County facilities. The awarded contractor(s) will visit County facilities on a regular basis to collect lead acid batteries for recycling, reuse, or beneficial end use and pay the County the market value of the batteries collected. Vendors are requested to price the individual items separately. Invoices must show the individual price of each item collected at each site.

4.2 CONTRACTOR'S RESPONSIBILITIES: At Contractor's own expense, the Contractor shall:

- Purchase, process, market and sell batteries collected at Knox County facilities
- Be solely responsible for collecting, marketing, selling, and/or recycling all batteries from Knox County facilities
- Process, or send for processing, all batteries collected as recyclables and guaranteed to be returned through commerce for reuse.
- Not be permitted to Landfill or incinerate any non-contaminated collected recyclables under this Contract.
- Be responsible for any costs incurred for the disposal of non-recycled or residuals
- Be able to haul Monday through Friday, when requested, in a prompt and timely manner. Contractor will be allowed to establish a schedule approved by the County for regular pick-up.
- Use a ticket verification system where a ticket is issued at the point of collection when batteries are picked up from a facility. Ticket information must detail date, ticket number, site, type and quantity of batteries collected, and any other attributes necessary to keep track of batteries collected for accounting purposes. Tickets shall be signed by the Knox County representative at the facility when batteries are collected.
- Submit a monthly report corresponding with the tickets issued at the pick-ups detailing the date of pick-up, ticket number, type, quantity and cost or revenue paid for the collection of batteries for recycling.
- Allow inspection of any and all facilities that hold, transport, recycle or process any material collected under the Contract.
- Provide reporting information for Knox County's Annual Solid Waste Progress Report to TDEC per T.C.A. § 68-211-871 within fifteen (15) business days of the request.

4.3 SOURCES OF MATERIAL:

Knox County Facility	Address
Carter Convenience Center	8815 Asheville Highway
Dutchtown Convenience Center	10618 Dutchtown Road
Halls Convenience Center	3608 Neal Drive
John Sevier Convenience Center	1950 West Governor John Sevier Highway
Karns Convenience Center	6930 Karns Crossing Lane
Powell Convenience Center	7311 Morton View Lane
Tazewell/Gibbs Convenience Center	7201 Tazewell Pike
Engineering and Public Works	205 W. Baxter Avenue
Knox County Property Management	1005 Stewart Street

Please note that it is not necessary to return pages one (1) through twelve (12). You must complete and return pages thirteen (13) through seventeen (17).

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.7 Vendor's e-mail address: _____

5.18	Did you include your References as detailed in Section 3.37?	YES	NO
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- 5.19 Did you include a detailed list of your Resources as detailed in Section 3.38? YES NO
- 5.20 Did you include your License information as detailed in Section 3.44? YES NO
- 5.21 **BATTERIES ACCEPTED:** Please indicate which batteries your company will accept for recycling (mark appropriate response for each item).

	TYPE OF BATTERY	YES	NO
5.21.1	Lead Acid Batteries		
5.21.2	Nickel-Cadmium		
5.21.3	Lithium Button Batteries		
5.21.4	Lithium Ion (computer batteries)		
5.21.5	Other rechargeable batteries (e.g. power tools and cameras)		
5.21.6	Non-rechargeable alkaline batteries (e.g.: AA, AAA, D, C, and 9V)		

- 5.22 **PRICING:** Please indicate your pricing in the table below.

	TYPE OF BATTERY	REQUIRED PRICING	PRICE PER POUND	COST METHODOLOGY
5.22.1	Lead Acid Batteries	Lead Acid batteries paid weight must be based on the high side of the London Metals Exchange Published Prices for the day the Invitation for Bid opens. Price may be positive or negative with respect to the high side on a monthly basis, but pricing will be paid to Knox County.		
5.22.2	Nickel-Cadmium	Positive indicates contractor will pay the County, negative indicates a charge to the County, zero indicates no charge.		
5.22.3	Lithium Button Batteries	Positive indicates contractor will pay the County, negative indicates a charge to the County, zero indicates no charge.		
5.22.4	Lithium Ion (computer batteries)	Positive indicates contractor will pay the County, negative indicates a charge to the County, zero indicates no charge.		
5.22.5	Other rechargeable batteries (e.g. power tools and cameras)	Positive indicates contractor will pay the County, negative indicates a charge to the County, zero indicates no charge.		
5.22.6	Non-rechargeable alkaline batteries (e.g.: AA, AAA, D, C, and 9V)	Positive indicates contractor will pay the County, negative indicates a charge to the County, zero indicates no charge.		

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BID NUMBER 2903**

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" style="margin-left: 40px;"> <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)														COMBINE SINGLE LIMIT (Per -Accident) \$1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)									
X	ANY AUTO-SYMBOL (1)																										
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 40px;"> <tr> <td></td><td>CLAIM MADE</td><td>X</td><td>OCCUR</td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td></td><td>POLICY</td><td>X</td><td>PROJECT LOC</td></tr> </table>		CLAIM MADE	X	OCCUR													GEN'L AGGREGATE LIMITS APPLIES PER					POLICY	X	PROJECT LOC	LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$ 2,000,000
	CLAIM MADE	X	OCCUR																								
GEN'L AGGREGATE LIMITS APPLIES PER																											
	POLICY	X	PROJECT LOC																								
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 EXCULDED																								
YES	9.	UMBRELLA LIABILITY COVERAGE	\$2,000,000																								
		PROFESSIONAL LIABILITY																									
NO	10.	<table border="1" style="margin-left: 40px;"> <tr><td></td><td>ARCHITECTS & ENGINEERS</td></tr> <tr><td></td><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr><td></td><td>MEDICAL MALPRACTICE</td></tr> <tr><td></td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>		ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM																
	ARCHITECTS & ENGINEERS																										
	ASBESTOS & REMOVAL LIABILITY																										
	MEDICAL MALPRACTICE																										
	MEDICAL PROFESSIONAL LIABILITY																										
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, 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.

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 BIDDER NAMED BELOW HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

Agency Name: _____ Authorizing Signature: _____

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

Bidder Name: _____ Authorizing Signature: _____

**ATTACHMENT B
INVITATION FOR BID NUMBER 2903**

Bidder shall submit a list of three (3) projects of similar size which have been in service for the last three (3) years. 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. References checks will be sent via e-mail only. 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 scored accordingly.

Reference # 1

Name of Firm: _____

Contact Person: _____ Phone number: _____

Email address: _____ 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: _____

Email address: _____ 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: _____

Email address: _____ Fax number: _____

Nature of Contract: _____

Services Provided: _____

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

Contract start date: _____ Contract end date: _____