

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Demolition Disposal Services** as specified herein. Bids must be received by **2:00 p.m. on May 16, 2023**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3413
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, 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 Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division 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 Bids.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 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 meeting specifications, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis or by 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 respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addressees and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of 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 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 who 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:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

- 1.8 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.10 COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies. If submitting electronically, no additional copies are needed.
- 1.11 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.
- 1.12 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept electronically transmitted bids through the County's On-Line Procurement System. Facsimile and email submissions are strictly prohibited.
- 1.13 HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." 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, "KnoxBuys", 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.
- 1.14 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by any bidder in the preparation of their bid.
- 1.15 MULTIPLE BIDS:** Knox County may 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/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from 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 bid response if the Vendor will accept the Knox County Credit Card (VISA) as 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 may be required to process invoices for payment when invoicing instructions herein are followed.
- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals 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 Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. local time on May 5, 2023**. 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. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document. The submission of your bid through our on-line portal will be the acknowledgement of signature.
- 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 1964 CIVIL RIGHTS ACT:** "Non-discrimination 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. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. 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 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 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; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.
- 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 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, 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.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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 and signature that they are 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.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. 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.

- 2.23** **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 solicitation is to obtain a Contractor to provide Demolition Disposal Services where material will be disposed at Class III/IV Landfills, reused as fill material or recycled for Knox County. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the 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 will be required to set up separate accounts for Knox County Engineering and Public Works and any other Knox County departments that may use this Term Contract. The successful Contractor(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 services or delete services/locations to this term bid that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.5** **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon mutual agreement of each vendor and Knox County, the award may be extended for nine (9) additional years, one (1) year at a time. This may result in a total of ten (10) 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(s) if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.
- 3.6** **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions 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.
- 3.7** **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or 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.
- 3.8** **CHANGES AFTER AWARD:** It is possible that after award, Knox County may change its needs or requirements. Changes in frequency of collection to any location, adding additional locations and/or containers, adjusting number of pickups, adjusting day of pickup, etc., may be needed for the success of this Contract. Knox County reserves the right to make such changes after consultation with the Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if they will lower the cost to Knox County and/or provide improved service.
- 3.9** **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 an email. It is essential that the Contractor have an efficient and properly working email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email 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.
- 3.10** **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, ordinances, 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 codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

- 3.11 CONTACT PERSONNEL:** It shall be essential to the success of this Contract 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 (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 Knox County account to avoid any interruption of service.
- 3.12 CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the full Knox County Commission Meetings to answer questions relating to the services performed.
- 3.13 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.
- 3.14 DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (Attachment B) required by Public Acts, 2000, Chapter 918.
- 3.15 EMERGENCY PREPAREDNESS:** Knox County has developed an Emergency Preparedness Plan that has been submitted and approved by the State of Tennessee. This plan calls for a twelve (12) hour or less response to a national or local emergency affecting the welfare of the public. The successful vendor will be required to submit a list of personnel that may be contacted on a seven (7) day, twenty-four (24) hour basis in the event of an emergency. The reason for this notification will be for potential disposal of bulky solid waste as needed and directed by the Emergency Operations Center and/or the Federal Government. A Knox County Procurement Division representative will contact the name(s) listed, until confirmation, for further instructions.
- 3.16 EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:
- | | |
|-------|------------|
| Price | 100 points |
|-------|------------|
- 3.17 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.
- 3.18 EXCEPTIONS TO SPECIFICATIONS:** Vendors 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 vendor’s intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.
- 3.19 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 sub-contract 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.

- 3.20 INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment A 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 bid.
- Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. 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.
- 3.21 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 (E-mail) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.
- 3.22 INVOICE DETAIL:** Knox County is requesting electronic invoices to show the following details to help expedite review and payment. Contractor may be required to modify invoicing procedures to show this detail. The Contractor is hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details or are incorrect may be returned to the Contractor for correction.
- 3.22.1** Summary page listing all Knox County Convenience Centers with any other miscellaneous locations where hauls originated or ended with the total charges for the month service was performed.
 - 3.22.2** Electronic spreadsheet report detailing the origin, container number, truck number, date, time of delivery and scale ticket number.
 - 3.22.3** Scale information for each delivery to contain weight of truck, tare weight and billed weight.
 - 3.22.4** Transactions should be sequentially numbered using electronic or paper scale ticketing system which will serve as a backup record and be provided for review of invoices and internal controls.
- 3.23 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 invoices will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.
- 3.24 INVOICING PROCEDURES:** Knox County requests that electronic invoices be easy to read and understand. 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 "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desire to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.
- If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.
- 3.25 LIABILITY:** All collected conforming materials shall become the liability of the Contractor during transport 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 costs of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.
- 3.26 LOCATION OF FACILITY:** Bidders must state the location of their facility and any other facility that may be used under this Contract and attach it to their bid. If a bidder uses for any part of this Contract, a subcontractor either as a transfer station or disposal site, then the bidder must seek prior approval as per Section 3.41, Sub-Contracting. If the use of a sub-contractor is granted, then the location of their facility must be stated in their bid.
- 3.27 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.

- 3.28 NO CONTACT POLICY:** After the date and time the vendor receives this bid solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
- 3.29 NON-CONFORMING MATERIAL:** For non-conforming material, both parties acknowledge that there may be instances where such material is delivered. In such instances, the parties agree to work together to determine the nature and extent of the non-conformity and any potential impact on the waste processing or disposal process. If the non-conforming material results in any additional costs or expenses, the parties will share such costs based on a mutually agreed upon formula or percentage split. The party receiving the non-conforming material shall promptly notify the other party and provide access to the material for inspection and testing. Both parties agree to work cooperatively to develop and implement any necessary corrective actions to address the non-conformity. The liability provisions of this contract shall apply to any non-conforming material to the extent they are applicable.
- 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 Bids.
- 3.31 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.
- 3.32 PRE-BID CONFERENCE:** There will be a **non-mandatory** pre-bid conference on **May 2, 2023**. This pre-bid conference will be at the Knox County Procurement Division Conference Room, 1000 North Central Street, Suite 100, Knoxville, TN 37917. The pre-bid meeting will begin promptly at **10:00 a.m.** local time. Please bring a copy of the solicitation with you.
- 3.33 PRICE INCREASES AND DECREASES:** Vendor(s) allowed annual rate increase for services must be based on the Consumer Price Index for all Urban consumers, which is derived from the U.S. Department of Labor, Bureau of Labor Statistics (CPI-U: US City Average, all items), as a guideline. However, Knox County reserves the right to accept a higher price increase than the CPI based on specific circumstances that are documented and justified by the vendor(s). Successful vendor(s) must request any cost increase no later than sixty (60) days prior to any contract extension, if exercised. Requests must be in writing and directed to: Knox County Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, Tennessee 37917. Failure to make a written request within the deadline period will result in rejection of the request by Knox County. Knox County must receive all price decreases that are passed onto the successful vendor during the contract period.
- 3.34 PRICING:** The Contractor warrants that the unit prices stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial one (1) year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the Contractor may:
- a. Continue with the existing prices.
 - b. Request a lower price increase.
 - c. Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) 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.

The following factor will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

- 3.35 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

- 3.36 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.
- 3.37 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 Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued association under this contract is inconsistent with the interest of Knox County.
- 3.38 SAFETY:** Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the contractor.
- 3.39 SAFETY AND PROTECTION:** The Contractor shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.
- Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.
- 3.40 SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.
- 3.41 SUB-CONTRACTING:** Vendor shall not sub-contract any part of the Demolition Disposal Services Contract without the express written consent of Knox County prior to the bid opening. Contractor shall only accept waste pursuant to this Contract only upon the specific request of an authorized Knox County employee or designee. If the Contractor(s) ever has a concern about the legitimacy of service, please contact the Knox County Procurement Division for guidance.
- 3.42 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **May 5, 2023 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS – CONSTRUCTION AND DEMOLITION CLASS III/IV LANDFILLS

- 4.1 SCOPE OF WORK:** Knox County is seeking a Contractor to provide Demolition Class III/IV Landfill Services for various types of waste generated at Knox County Owned Facilities and other Knox County sponsored events located within Knox County, Tennessee. It is the objective of this bid to secure the services of a disposal provider where Knox County's demolition waste or clean fill material can be disposed of, reused or recycled in compliance with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this Contract. The County further desires to establish long-term and economical demolition tipping fees per ton.
- 4.2 CONTRACTOR'S RESPONSIBILITIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications and must be approved in writing by the County. The Contractor shall:
- Accept conforming demolition material as specified herein.
 - Be responsible for inspecting loads prior to and after tipping for non-conforming material.

- Notify the County about any operational issues with facilities used that could cause service disruptions to the County.
- Coordinate operational hours and holiday schedules as specified herein.
- Designate a contact to be available at all hours for emergency response as specified herein.
- Provide detailed invoicing as specified herein.
- Provide separate invoicing for different County departments when requested.
- Have industrial scales and keep a current Scales Permit on file with Knox County Procurement for the duration of the Contract.
- Be responsible for all damages to Knox County equipment used to deliver material that was caused by Contractor negligence.
- Use processes that meet all Federal, State and Local Laws, Regulations and Ordinances.
- Provide reporting waste and recycling information when requested by the County or TDEC.

4.3 ESTIMATED QUANTITIES: Knox County does not guarantee any minimum quantity of construction and demolition materials from this term Contract. The following are approximations of construction and demolition materials generated by Knox County:

<u>Origin</u>	<u>Type</u>	<u>Approx. Quantity Created Annually</u>
Convenience Centers	Bulky Waste Collection	13,000-15,000 Tons (1 ton =2,000 lbs.)

4.4 HOLIDAY HOURS: Work under this contract may need to be performed on Federal and observed Knox County holidays. Knox County will publish and coordinate holiday hours with the Contractor to minimize service disruptions at County facilities.

4.5 HOURS OF OPERATION: Knox County Convenience Centers current hours of operation are 8:00 a.m. to 6:00 p.m., Monday, Tuesday, Thursday, Friday, and from 7:00 a.m. to 3:00 p.m. on Saturdays with exception to Knox County published holidays. To operate Convenience Centers effectively, the County will need to know the landfill's hours of operation and holiday schedule in order to plan hauling operations accordingly. Schedule will include;

- Week and weekend daily hours of operation.
- Time of each day's cut-off time where no more loads can be delivered.
- Holiday schedule to be updated annually.

4.6 KNOX COUNTY RESPONSIBILITIES: Knox County will perform the following:

- Publish the holiday schedule for normal County operations.
- Publish a holiday schedule for Convenience Center operations.
- Coordinate holiday schedules with the Contractor.
- Specify accounts to be setup for multiple County departments or agencies.

4.7 LANDFILL SPECIFICATIONS: The Contractor shall operate the landfill and/or transfer stations in full compliance with the requirements of the State of Tennessee Department of Environment and Conservation for the disposal of all Class III/IV material. The Contractor is not guaranteed a minimum quantity.

4.8 STATE CERTIFICATION: Contractors must be certified by the State of Tennessee as required by Tennessee Code Annotated. All certifications for the operations requested herein **must** be current and submitted with their bid. If submitted electronically, the certifications **must be included** as an attachment to your submittal.

4.9 TIP FEES: Bidders must state a tip fee per type of material on a per ton basis. Tip fees must include all services provided for the disposal of waste. No other cost will be considered, nor paid by Knox County. Tip schedules are as follows:

- Tip fee for demolition material for disposal in a Class III/IV Landfill.
- Tip fee for clean fill material.
- Tip fee for demolition material to be recycled.

4.10 TYPES OF MATERIAL: The following types of material must be accepted by the Contractor. Any material not accepted by the Contractor should be listed as an exception to the specifications.

4.10.1 Convenience Center Class III/IV Waste Disposal – Loose or compacted loads of bulky waste collected from Convenience Center users including but not limited to the following Class III/IV eligible waste:

Box Springs	Furniture	Plaster	Toilets
Carpet remnants	Glass pieces/sheets	Sinks	Windows
Couches	Insulation	Sheetrock	Other non-hazardous demolition material
Doors	Mattresses	Tables	
Drywall	Mirrors	Tile	

4.10.2 Demolition waste materials outside of Convenience Centers including but not limited to the following Class III/IV eligible waste:

- Demolition material generated from Knox County Demolition crews – dilapidated structure material.
- Construction material waste from Knox County road construction projects.
- Material waste from Knox County Highway Maintenance – woody debris, stumps, rock, ditch sediment.
- Clean fill material from grading activities that may be comprised of one or more of the following materials: concrete, gravel, sand, block, brick and dirt.

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).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3413, DEMOLITION DISPOSAL SERVICES

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

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ State: _____ Zip: _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 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.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response 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 currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable) *Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

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

5.11 Business Location(s) to be Utilized Under this Contract:

Address:

Hours of Operation:
Monday – Friday: _____
Saturday: _____

Address:

Hours of Operation:
Monday – Friday: _____
Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3413, DEMOLITION DISPOSAL SERVICES – CONTINUED

VENDOR NAME: _____

Address:

Hours of Operation:
Monday – Friday: _____
Saturday: _____

- 5.12 Did you include the correct number of exact copies as detailed in Section 1.10? YES NO
- 5.13 Will you accept Knox County Credit Cards as payment as detailed in Section 1.17? YES NO
- 5.14 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO
- 5.15 Did you complete and include the Drug Free Affidavit as detailed in Section 3.14? YES NO
- 5.16 Did you provide a list of available personnel in the event of an emergency as detailed in Section 3.15? YES NO
- 5.17 Did you include your fully executed Insurance Checklist as detailed in Section 3.20? YES NO
- 5.18 Did you provide your list of Facility Locations as detailed in Section 3.26? YES NO
- 5.19 Did you include your State certification as detailed in Section 4.8? YES NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3413, DEMOLITION DISPOSAL SERVICES

Demolition Disposal Pricing (Class III/IV Landfill Tipping Fees)			
Item No.	Item Description	Unit of Measure	Cost Per Ton
6.1	Demolition Disposal	TON	\$ _____
6.2	Clean Fill Material	TON	\$ _____
6.3	Demolition Recycling	TON	\$ _____

**ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BID NUMBER 3413**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

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: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></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></td> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)																			<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 30%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	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)																														
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BODY INJURY (Per-Accident)																															
PROPERTY DAMAGE (Per-Accident)																															
YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																												
		<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 20%; text-align: center;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%; text-align: center;">OCCUR</td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		CLAIM MADE	X	OCCUR							<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">EACH OCCURRENCE</td> <td style="width: 30%; text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000												
	CLAIM MADE	X	OCCUR																												
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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																												
YES	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. 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 CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
- 22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
- 23. OTHER INSURANCE REQUIRED_____.

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

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 BIDS NUMBER 3413**

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of
_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE {COUNTY OF _____ }

Subscribed and sworn before me by _____,
President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____