

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Waste Tire Hauling Services** as specified herein. Bids must be received by **2:00 p.m. on April 29, 2021**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3045
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 Brian Hubbs, Construction and Contracts Specialist, at 865.215.5753. Questions may be emailed to brian.hubbs@knoxcounty.org. 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 IFB.
- 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(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 or submit their bid electronically less than twenty-four (24) hours 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 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:

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 weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other 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.
- 1.10 COOPERATIVE PURCHASING:** 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.
- 1.11 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.
- 1.12 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.
- 1.13 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 and email submissions are strictly prohibited.
- 1.14 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 Section 3.43 of this document.
- 1.15 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.16 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.17 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.

- 1.18 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These purchase orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their 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.
- 1.19 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.
- 1.20 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.
- 1.21 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:
- 1.21.1** Be submitted on recycled paper
 - 1.21.2** Not include pages of unnecessary advertising
 - 1.21.3** Be made on both sides of each sheet of paper.
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective 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 **4:30 p.m. local time on Wednesday, April 21, 2021**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF BIDS:** In order to be considered, unless submitting electronically, all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 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 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 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.
- 1.29 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which 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:** This Contract shall be governed by the laws of the State of Tennessee, 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 Bid, 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.
- 2.13 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.
- 2.14 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.
- 2.15 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.16 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 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.
- 2.18 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.
- 2.19 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 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.
- 2.20 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.
- 2.21 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 qualified vendor(s) to provide Waste Tire Hauling Services as desired by Knox County at an economical price. 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 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.

Invoicing and account information for Knox County Solid Waste is as follows:

- 3.3.1** Invoices for Knox County Solid Waste:
Knox County Solid Waste Department
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917
- 3.4 ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services 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 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 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 CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians must be included in the bid package.
- 3.9 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.
- 3.10 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.

- 3.11 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.
- 3.12 CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:
- 3.12.1** Pick up tires during regular Convenience Center hours – 8 a.m. to 6 p.m. Monday – Friday and 7 a.m. to 3 p.m. on Saturday
 - 3.12.2** Establish a schedule approved by the County for regular pick-up per Section 3.35.
 - 3.12.3** For counting purposes all tires will be counted individually. Partial tires (e.g. half of a tire) will be priced based on its original size.
 - 3.12.4** Provide a ticket to the Convenience Center operator with the location, date, time and number of tires picked up. The count shall state the number of passenger/light truck tires, number of large truck tires, agricultural or off-road tires and small (e.g.: bicycle, lawn tractor, wheelbarrow, or motorcycle) tires. The number of tires on rims shall also be counted and stated on the receipt. The count of tires picked up at the Convenience Centers shall match the count delivered at the recycling or disposal site.
 - 3.12.5** Not load tires with rims; these shall be left at the center unless directed by Knox County Solid Waste designee to take tire with rim to recycler or disposal site.
 - 3.12.6** Be solely responsible for loading, transporting and delivering waste tires from Convenience Centers to the recycler or the disposal site as directed by Knox County designee.
 - 3.12.7** After loading, transport tires within one (1) business day to the recycler or disposal site as directed by the Knox County designee with no tires added or removed in transit.
 - 3.12.8** Be solely responsible for securing tires for transport to prevent loss of tires while in transit.
 - 3.12.9** Be solely responsible for any liability and costs incurred from the loss of waste tires in transit from Knox County sites to the recycler or disposal site.
 - 3.12.10** Not be permitted to dispose of or transfer any tires in a manner other than that approved by the Knox County Solid Waste Department.
 - 3.12.11** Submit a monthly report corresponding with the tickets issued at the pick-ups detailing the date of pick-up, ticket number, and count of types of tires collected.
 - 3.12.12** Invoice the County department requesting the waste tire pickup. This will primarily be the Solid Waste Department, but other departments requesting pickup shall be invoiced separately.
 - 3.12.13** Make any and all necessary arrangements (such as appointments) with the Knox County Tire Processor for delivery, unloading, etc.
 - 3.12.14** 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.
- 3.13 DELIVERY OF MATERIALS:** Liberty Tire Recycling located at 1700 Transport Lane, Knoxville, TN 37924 is the County's current tire processor. If the location for delivery of materials changes due to change in vendor used for tire processing and/or relocation of the tire processor's business, Knox County will review and negotiate pricing (increase or decrease) based on the new location(s).
- 3.14 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "Free on Board" to the County department.
- 3.15 DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit (Attachment B) must be returned with the bid.
- 3.16 EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list all the equipment, assets and personnel they utilize in providing waste tire hauling services. The list shall include, but not be limited to, number of trucks and trailers (including make/model or size and age), number of employees available to perform waste tire hauling services, and number of years in business. Certifications for personnel shall be included in the bid package.

3.17 EVALUATION CRITERIA: This bid will be evaluated using the following criteria:

Price

100 Points

3.18 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.

3.19 FREQUENCY OF PICKUP: Contractor will be responsible for removing tires on a regular basis so that tire piles do not interfere with center operations. Contractor will be encouraged to operate on a regular schedule. Knox County will work with awarded vendor(s) to develop an approved schedule. The Dutchtown facility will require weekly pickups.

3.20 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.

3.21 INSURANCE: The successful vendor must carry the insurance as indicated on the Insurance Checklist 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.

3.22 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.

3.23 INVOICE DETAIL: Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.23.1 Summary page listing all locations (alphabetically) with the total charges for the month services that were performed.

3.23.2 Detailed listing of charges by location reflecting accurate pricing as per contract.

3.24 INVOICE REVIEW: Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of 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.

- 3.25 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. 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.
- 3.26 LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-finishing or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.
- 3.27 MOST FAVORABLE PRICING:** Contractor agrees to guarantee that Knox County will receive the best price offered by your company for similar services and products. If at any time during the Contract period your company offers a better price to another customer and prior notification of said price reduction is not properly communicated to Knox County, upon discovery Knox County reserves the right to take any or all of the following actions:
- a. Cancel the Contract, if it is currently in effect.
 - b. Determine the amount that the participating agency was overcharged, and submit a request for payment from the Contractor for that amount.
- 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 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:** A Pre-Bid Conference will be held on **Tuesday April 13, 2021 beginning promptly at 10:00 a.m. local time in Procurement Division Conference Room at 1000 N. Central St., Suite 100, Knoxville, Tennessee 37917.** Please review the Invitation for Bid prior to this meeting and bring it with you. Vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing and made part of the solicitation. Official addenda must be issued from the Knox County Procurement Division.
- 3.33 PRICE PER TIRE:** Bidders shall provide pricing on a per tire basis. All charges will be based on the number of tires collected and hauled. Price per tire shall include visiting center, loading, hauling and delivering tires to tire processor as directed by Knox County designee.

3.34 PRICING: The Contractor(s) warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the 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 Engineering, 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.

3.35 PRIMARY PICKUP LOCATIONS: Knox County intends to have waste tires hauled from convenience centers and Engineering & Public Works on a regular basis. Other locations within Knox County may be scheduled as required by the Knox County Solid Waste Department. Other locations would be related to tire dump cleanups and would consist of tires stacked or piled where they can be loaded into a truck or trailer. Additional locations may be added only after written authorization given by Knox County.

Current Locations:

- Carter Center, 8815 Asheville Highway
- Dutchtown Center, 10618 Dutchtown Road
- Halls Center, 3608 Neal Drive
- John Sevier Center, 1950 W. Gov. John Sevier Hwy
- Karns Center, 6930 Karns Crossing Lane
- Powell Center, 7311 Morton View Lane
- Tazewell Pike Center, 7201 Tazewell Pike
- Knox County Engineering & Public Works, 205 W. Baxter Avenue

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

3.37 QUANTITIES: Knox County does not guarantee any quantities to be purchased from this term Contract. Contract will be utilized on an as needed basis.

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 REMOVAL OF CONTRACTOR'S EMPLOYEES: Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.40 SAFETY AND PROTECTION: The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the Contractor is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by 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.

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.

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.

- 3.41 SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building 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 Contractor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.
- 3.42 TIRE COUNT VARIATIONS:** Variations in the count of tires picked up from Knox County sites and dropped off at the recycler or disposal site may result in non-payment for that load. Continued variations may be justification for termination of the Contract.
- 3.43 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time on Wednesday, April 21, 2021**. Submit questions as noted in Section 1.1.

Please note that it is not necessary to return pages one (1) through eleven (11). You must complete and return pages twelve (12) through sixteen (16).

SECTION IV VENDOR INFORMATION AND PRICING FOR BID NUMBER 3045, WASTE TIRE HAULING SERVICES

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

4.1 Vendor: _____

4.2 Vendor number as assigned by Knox County: _____

4.3 Street Address: _____

City: _____ State: _____ Zip: _____

4.4 Contact Person: _____

4.5 Telephone Number: _____

4.6 Fax Number: _____

4.7 Vendor's email address: _____

4.8 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

Authorizing Signature: _____
(Sign in BLUE ink)

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

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

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

4.11 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:

4.12 Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:

4.13 Years in Business: _____

4.14 Total Number of Employees: _____

4.15 Total Number of Commercial Clients: _____

4.16 Will you allow Cooperative Purchasing as detailed in Section 1.10? YES NO

SECTION IV VENDOR INFORMATION AND PRICING FOR BID NUMBER 3045, WASTE TIRE HAULING SERVICES - CONTINUED

- | | | | |
|------|---|-----|----|
| 4.17 | Did you include the correct number of exact copies as detailed in Section 1.11? | YES | NO |
| 4.18 | Will you accept Knox County Credit Cards as payment as detailed in Section 1.18? | YES | NO |
| 4.19 | Did you include your certifications as detailed in Section 3.8? | YES | NO |
| 4.20 | Did you complete and include the Drug Free Affidavit as detailed in Section 3.15? | YES | NO |
| 4.21 | Did you complete and include the Insurance Checklist as detailed in Section 3.21? | YES | NO |

Item Number	Description	Price per Tire as detailed in Section 3.12 and 3.33
4.22	Price per tire for regular passenger or light truck tire (e.g.: bicycle, lawn tractor, wheelbarrow, motorcycle)	
4.23	Price per tire for large truck tire	
4.24	Price per tire for agricultural/tractor tire	

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

**ATTACHMENT A
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3045**

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="display: inline-table; vertical-align: top;"> <tr> <td style="width: 50px; text-align: center;">X</td><td style="width: 150px;">ANY AUTO-SYMBOL (1)</td><td style="width: 50px;"></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)														<table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td><td style="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)																				
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YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td style="width: 100px;"></td><td style="width: 100px;">CLAIM MADE</td><td style="width: 50px; text-align: center;">X</td><td style="width: 100px;">OCCUR</td></tr> <tr><td colspan="4"></td></tr> <tr><td colspan="4"></td></tr> <tr><td colspan="4"></td></tr> <tr> <td colspan="4">GEN'L AGGREGATE LIMITS APPLIES PER</td></tr> <tr> <td style="width: 50px;"></td><td style="width: 50px;">POLICY</td><td style="width: 50px;"></td><td style="width: 50px;">PROJECT</td></tr> <tr> <td></td><td></td><td></td><td>LOC</td></tr> </table>		CLAIM MADE	X	OCCUR													GEN'L AGGREGATE LIMITS APPLIES PER					POLICY		PROJECT				LOC	<table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td></td><td style="text-align: center;">LIMITS</td></tr> <tr> <td>EACH OCCURRENCE</td><td style="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> <tr> <td>PERSONAL & ADV INJURY</td><td style="text-align: center;">\$ 1,000,000</td></tr> <tr> <td>GENERAL AGGREGATE</td><td style="text-align: center;">\$ 2,000,000</td></tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AG GREGATE</td><td style="text-align: center;">\$ 2,000,000</td></tr> </table>		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/AG GREGATE	\$ 2,000,000
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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 NO NO NO	10.	<table border="1" style="display: inline-table; vertical-align: top;"> <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																																		
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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	\$100,000 COMPREHENSIVE \$50,000 COLLISION																																										
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																										
NO	17.	DISHONESTY BOND	\$																																										
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																										
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																										

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

21. NOTICE OF CANCELLATION OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
24. OTHER INSURED 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 BID NUMBER 3045**

**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: _____