



# JEFFERSON COUNTY

## SANITATION DEPARTMENT & FINANCE DEPARTMENT



### **Invitation to Bid (ITB)** **C&D Waste Transfer, Hauling, & Disposal Services**

Prepared in accordance with Tennessee Code Annotated (T.C.A.) and applicable requirements governing 1981 Act counties. Jefferson County Purchasing is receiving sealed bids for the above-mentioned project. Bids shall be identified on the exterior of the sealed envelope with all the information requested in the specifications included in this bid packet. Bids are to be addressed to the Jefferson County Finance Department and mailed or delivered to the following address:

**Jefferson County Finance Department**  
**Attn: Purchasing Agent**  
**1244 Gay St./P.O. Box 1749**  
**Dandridge, TN 37725**

Bids will be received until 2:00 pm on October 20, 2026. Date/Time Stamps of 2:00 pm or later will be rejected. Late bids will not be considered under any circumstances nor returned. Jefferson County is not responsible for any delays due to weather, traffic conditions, nor postal services.

During the evaluation process Jefferson County and the Sanitation Department reserves the right, where it may serve the county's best interest, to request additional information or clarifications from suppliers/vendors.

Jefferson County and the Sanitation Department. will consider all submittals that meet bid requirements as specified within the bid packet herein and to award contracts to the lowest, responsive, responsible bidder. Jefferson County reserves the right to reject any and all bids, to waive irregularities or informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of Jefferson County.

## **SECTION 1: GENERAL TERMS AND CONDITIONS**

General administrative, submission, and evaluation requirements applicable to all solicitations issued by Jefferson County and the Sanitation Department.

### **1.1 General Information/Purpose**

The Jefferson County Sanitation Department is seeking competitive sealed bids from qualified contractors to provide comprehensive Construction & Demolition (C&D) waste transfer, hauling, and disposal services for the County Landfill. Including receiving C&D waste and/or recyclable materials and transporting them to a designated processing or disposal facility. The contractor is responsible for providing all necessary personnel, equipment, transportation, and management required for operation. The contractor must be capable of transporting an estimated 36-50 tons of C&D waste from Jefferson County Landfill. The Contractor must operate in full compliance with local, state, and federal environmental and transportation safety regulations.

### **1.2 Timeline (All Times are Eastern Standard Time):**

**1.2.1** ITB Issued: **September 24, 2026**

**1.2.2** Mandatory Pre-Bid: **October 6, 2026 @ 9am ET** at Jefferson County Landfill/Sanitation located at 650 Grove Road, Dandridge, TN 37725

**1.2.3** Last Day for Questions: **October 8, 2026, by 4pm ET**

**1.2.4** Addendum Issued (if applicable): **October 9, 2026, by 5pm ET**

**1.2.5** Bid Opening: **October 20, 2026 @ 2pm ET** located at JC Finance Department 1244 Gay Street Dandridge, TN 37725

**1.2.6** Anticipated Start Date: Once funds are approved and contract is signed.

### **1.3 Additional Information**

Information about the Jefferson County Finance Department, ITB, specifications, and scope of work for this project can be obtained on the Jefferson County website at [www.jeffersoncountyttn.gov/finance-department](http://www.jeffersoncountyttn.gov/finance-department).

### **1.4 Required Bonds:**

**1.4.1 Bid Bond:** equal to 10% of the bid is required on all public works bids as described in T.C.A 62-6-129.

**1.4.2 Payment & Performance Bond:** equal to 100% of the service contract will be required. The awarded company/contractor must provide bonds from a Surety Company before signing a contract.

**1.5 Copies of Bids:** Jefferson County requires that submitted bids include two (2) identical copies one marked “original” and one marked “copy”. Bid pages must be single sided.

**1.6 Bid Submittal:** Vendors shall hold their price firm and subject to acceptance by Jefferson County for a period of forty-five (45) days from the date of bid opening, unless otherwise indicated in the bid proposal. Any bid submittal may be withdrawn prior to the scheduled time for the opening of bids, otherwise, bids will be reviewed as submitted. Jefferson County reserves the right to reject any and or all bids and to waive any informality, technical defect, or clerical error in any bid submittal.

**1.7 Bidder Obligation:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work specified. Failure or omission of a vendor to become acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to the specifications or the contract.

**1.8 Bid Delivery:** Jefferson County requires all bids/proposals to be submitted in sealed envelopes, addressed to the Jefferson County Finance Department, and clearly marked with the bid name by time of opening of the specified bid. Bid/proposal must be mailed or hand delivered. No bids/proposals will be accepted electronically, by fax, or by email. All bids will be opened at the specified time, and all suppliers/vendors and other people shall be invited to be present. Jefferson County will not be responsible for any lost or misdirect mail sent by common carriers, delivery to addresses other than the one listed in solicitation, or for any late bid submissions received after the time and/or date specified. Not properly sealed and/or not properly labeled bids will not be accepted. Any bid/proposal may be withdrawn prior to the scheduled time of bid opening.

**1.9 Signing Bids/Proposals & Use of Bid Forms:** To be considered the bid proposal must be signed. By signing the bid proposal, the vendor acknowledges and accepts the terms and conditions stated in the document and bid packet. Vendors must complete the requested forms contained in the bid packet. Failure to complete requested forms may result in rejection of their bid proposal.

**1.10 Bid Acceptance/Award:** Jefferson County reserves the right to use all, part, or none of the submitted proposal or bid in order to provide the broadest coverage of requested parts, equipment, products, or services. Awards may be based on categories. Award will be made to the lowest, best, responsive, responsible bidder(s) meeting specifications that present the product or service that is most advantageous to Jefferson County. Jefferson County reserves the right to award this bid on an all or none basis, or by multiple awards, whichever is in the best interest of the county. Award of specified bid (if any) should be made within forty-five (45) days of bid opening. Bidders will be notified by email of the results regarding specified bid. The bidder(s) to whom the award is given may be required to enter into a written contract.

**1.11 Anticipated Contract Term:** The contract will begin once funding is approved, bonds are received and fully executing a signed contract. The initial contract will be for a one-year base term from the date of bid opening. At the discretion of Jefferson County and upon mutual agreement with the contractor, this contract may be renewed for up to three (3)

additional years. Any such renewal shall be executed on a one-year basis, covering the period from July 1 to June 30.

**1.12 Rejection of Bids:** Jefferson County reserves the right to reject any and all bids received and to waive any informality, technical defect or clerical error in any bid. 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 a bid shall be construed as meaning simply Jefferson County does not deem the bid acceptable or that another bid was deemed to be more advantageous for the services or goods proposed.

**1.13 Evaluation Review:** Jefferson County reserves the right to use all pertinent information that might affect the county's judgement as to the appropriateness of an award to the best evaluated supplier/vendor. This information may be appended to the bids evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after 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 the County.

**1.14 Restrictive or Ambiguous Specifications:** It is the responsibility of the prospective bidder to review the entire bid packet and to notify the Jefferson County Finance Department Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding specifications or bid procedures must be received in the Jefferson County Finance Dept. no later than seven (7) business days prior to bid opening to provide ample time, if necessary, to issue an addendum to the bid specifications. These requirements also apply to specifications that are ambiguous.

**1.14.1** No oral interpretation will be made to any supplier/vendor regarding the meaning of specifications. All questions are to be submitted electronically by email and will be answered in the form of an Addendum to the solicitation by the Jefferson County Purchasing Agent.

**1.14.2** Bidders taking exception to any part or section of bid specifications shall indicate such exceptions or deviations in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

**1.15 Questions and Addendum:** Contractor(s) shall carefully examine the ITB and any addenda. Contractor(s) is responsible for seeking clarification of any ambiguity, conflict, omission, or other errors in this specified bid writing. If the answer materially affects the specified bid the information will be incorporated into an addendum and provided to all

bidders and will also be posted on the county website. Questions are limited to no more than fifteen (15) questions per contractor. Any questions exceeding the limit may not be answered. An addendum will be issued, if necessary, to address questions or clarifications that result in changes to the bid scope or specifications, in accordance with Section 1.2.

**1.16 Vendor Default:** Jefferson 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 the vendor default be due to failure to perform or because of a request for a price increase, Jefferson County reserves the right to remove the vendor from the County's bidder list for twenty-four (24) months.

**1.17 Term Bid Agreements:** If this bid results in a term bid contract with the supplier/vendor, Jefferson County must receive all general price decreases that other similar customers receive.

**1.18 Alternative Bids:** Jefferson County will not accept alternate bids (those not equal to specifications) unless authorized by Jefferson County and/or the Purchasing Agent.

**1.19 Additions and/or Deletions:** Jefferson County reserves the right to consider adding goods and/or services to this bid or deleting goods and/or services that are deemed necessary and/or unnecessary. Any additions and/or deletions must be approved in writing by the Jefferson County Finance Department prior to any changes in service.

**1.20 Declarative Statement:** Any statement or words (e.g.: must, shall, will) are declarative statements that the vendor/supplier must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

**1.21 Incurred Costs:** Jefferson County will not be responsible for any costs incurred in the preparation, submission, nor to procure or contract for any services or goods.

**1.22 Taxes:** Jefferson County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

**1.23 Proof of Financial and Business Capability:** Bidder must, upon request, furnish satisfactory evidence of the ability to furnish products or services in accordance with the terms and conditions of these specifications. Jefferson County will make the final determination as to the bidder's ability.

**1.24 Public Records Act:** Jefferson 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 solicitation shall be open to the public for viewing and inspection and Jefferson County will comply with all legitimate requests.

**1.25 Removal of Vendor's Employees:** The successful contractor(s) agrees to utilize only experienced licensed, responsible, and capable people in the performance of the work specified under contract. Jefferson County may require that the contractor remove

employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of the County.

**1.26 State Licensing Requirements:** Vendors must be properly licensed, if applicable, by the State of Tennessee for the type of work requested. Bidders should submit a copy of the required license with their bid. If a copy is not included at the time of submission, the awarded vendor must provide a valid license prior to commencing any work. All licensing must be in accordance with the Tennessee Code Annotated (T.C.A) §62-6-119.

**1.27 News Releases by Vendors/Suppliers:** As a matter of policy, Jefferson County does not endorse the services of a vendor/supplier. A vendor/supplier will not make news releases concerning any resultant contract from this solicitation without prior written approval of Jefferson County.

**1.28 Closures:** During periods of closure due to unforeseen circumstances or inclement weather in Jefferson County or at the direction of the Sanitation Department, Jefferson County Mayor; the Jefferson County Finance Department/Purchasing Department will enact the following procedures in regard to solicitations, pre-bid meetings, and closures:

**1.28.1** 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.

**1.28.2** Pre-Bid Meetings may be cancelled if closures occur. If a change is required due to unforeseen circumstances or inclement weather, an addendum will be issued for any changes and can be found on the county website. You may also contact the Purchasing Agent for any updates by email or telephone.

**1.28.3** Other unforeseen circumstances shall be at the sole discretion of the Jefferson County Finance Director.

**1.28.4** Jefferson County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

**1.29 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 Vendor(s) have email capabilities.

**1.30 Compliance with all Applicable Regulations:** Vendor agrees and covenants that the company, its agents, and employees will comply with all city, county, state and federal codes, laws, rules, and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, the vendor shall bear all costs arising from them.

**1.31 Contact Personnel:** It shall be essential to the success of this contract to develop a good working relationship with the vendor(s). It is imperative that the Jefferson County account be handled efficiently and professionally. Jefferson County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Jefferson County account, the vendor shall formally introduce the new contacts to county personnel. These contacts must be knowledgeable of the Jefferson County account to avoid any interruption of services.

**1.32 Pricing:** The vendor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the contract period or until June 30 (the end of the government fiscal year) whichever comes first. If the vendor's price is increased after the initial year, Jefferson County must be given written notice 30 days prior to contract end to consider continuation of services. 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 renewal period(s). If the price increase is rejected the vendor may:

**1.32.1** Continue with existing prices.

**1.32.2** Request a lower price increase.

**1.32.3** Not accept the renewal offer.

**1.32.4** Re-submit a bid once the product/service goes back out to bid.

**1.32.5** Vendor(s) must submit proof of price increase. If a price increase is approved by the Jefferson County Finance Department and the requesting department the approval notification will be made in writing and the vendor(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.

**1.33 Invoice Detail:** Jefferson County requests invoices show the following details to help expedite review for payment. The vendor(s) may be required to modify invoicing procedures to show detail. All potential vendor(s) are hereby cautioned that Jefferson County will only pay from the original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the vendor(s). Vendor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this solicitation. Account information may be deleted.

**1.33.1** The invoice must show the amount due to the vendor(s) by Jefferson County.

**1.33.2** The invoice must show an itemized detailed part and material count including dates of service, location of service, type of part, the associated unit price for the materials, parts, and/or services provided, and the total price for materials, parts, and/or services provided.

**1.33.3** Invoices are to be original and uniquely pre-numbered.

**1.33.4** Invoices should indicate PO number and/or department ordering.

**1.34 Invoice Review:** All invoices must adhere to the terms and conditions of the contract. Variations from the contract and contract pricing are strictly prohibited. Any variations found in the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the vendor for correction.

**1.35 Processing Time for Payment:** Vendor(s) are advised that a minimum of thirty (30) days is required to process payment. This begins once the invoice has been received in the Finance Dept for payment.

**1.36 Payment:** Payment will be issued for goods received and/or services completed after final inspection and approval. Payment will be issued in full unless otherwise stated in the contract.

## **Section 2: Obligations, Rights, and Remedies**

These terms and conditions shall be part of the contract. Jefferson 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 deletions to this contract shall be binding without the prior written approval by Jefferson County.

**2.2 Appropriation:** In the event no funds are appropriated by Jefferson 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:** Vendor 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 Jefferson County.

**2.4 Books and Records:** Vendor shall maintain all relevant records for a minimum of three (3) years and make them available for audit or inspection.

**2.5 Public Records Act:** Jefferson County is subject to the Tennessee Public Records Act T.C.A. § 10-7-503 et seq. Vendors are cautioned that all documents submitted on behalf of this solicitation shall be open to the public for viewing and inspection and Jefferson County will comply with all legitimate requests.

**2.6 Compliance with All Laws:** Vendors shall comply with all applicable federal, state, and local laws, regulations, and licensing requirements affecting the provision of goods and/or services.

**2.7 Default:** Failure to perform or comply with any provision of this contract or the terms and conditions of any documents referenced and made a part hereof, Jefferson County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Jefferson County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Jefferson County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Jefferson County reserves the right to purchase requirements elsewhere.

**2.8 Governing Law:** This agreement shall be governed by the laws of the State of Tennessee with venue in Jefferson County. The Chancery Court and/or Circuit Court of Jefferson County, TN shall have exclusive and concurrent jurisdiction on any disputes which arise hereunder.

**2.9 Indemnification/Hold Harmless:** Vendor shall indemnify and hold harmless Jefferson County and/or Jefferson County Sanitation, its officials, and employees from all claims arising out of vendor performance, negligent act, occurrence, omission, or commission of vendor, its sub-vendors, suppliers, agents, or employees.

**2.10 Non-Collusion:** By submission of a signed bid/proposal the vendor certifies the proposal is made without collusion with any other person or company engaged in the same line of business or commerce, or fraudulent act punishable under TN or US law

**2.11 Title VI of the Civil Rights Act:** Non-discrimination in Federally Assisted Programs- No person in the US shall, on the grounds 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 Jefferson County that all its services and activities be administered in conformance with the requirements of Title VI.

**2.12 Independent Contractor:** Vendor/Contractor acknowledges that it is an independent vendor/contractor and not an employee or agent of Jefferson County, TN.

**2.13 Criminal History Check:** Any and all contractors, subcontractors, vendors, vendor employees, agree to comply with T.C.A. § 49-5-413 requiring that all parties providing services for Jefferson County must submit a criminal history records check at their expense. The criminal history check is to be conducted by the TN Bureau of Investigation and the Federal Bureau of Investigation.

**2.14 No Boycott of Israel:** Pursuant to TCA 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 as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the agreement engage in, a Boycott of Israel.

**2.15 Iran Divestment Act:** By submission of this solicitation, each vendor and each person signing on behalf of any vendor 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 vendor is not on the list created pursuant to T.C.A. § 12-12-106.

**2.16 Non-Discrimination and Non-Conflict Statement:** Vendor shall comply with all non-discrimination laws including Title VI. Vendors shall comply with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendors covenant that it does not engage in any illegal employment practices. The vendor 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 the performance of its services. Vendor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Jefferson County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-vendor, or consultant to vendor in connection with any goods provided or work contemplated or performed relative to the agreement.

**2.17 Drug-Free Affidavit:** Construction bidders in Tennessee with five (5) or more employees must submit a notarized affidavit (T.C.A. § 50-9-113) with their bid, certifying they have a drug-free workplace program in effect. The affidavit must affirm compliance with Tennessee Code Annotated Title 50, Chapter 9.

**2.18 Warranty/Inspection/Acceptance:** Vendor warrants all goods and services are of merchantable quality, fit for purpose, and conform to specifications. Warranty periods shall not commence until Jefferson County inspects and formally accepts goods and/or services. 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. Jefferson County reserves the right to reject any or all items or services not in conformance to applicable specifications. Vendor assumes the costs associated with such nonconformance.

**2.19 Limitations of Liability:** In no event shall Jefferson County be liable for any indirect, incidental, consequential, special, exemplary damage, or lost profits even if Jefferson County has been advised of the possibility of such damages.

**2.20 Order of Precedence:** In the event of inconsistent or conflicting provisions the following order shall prevail: Change Orders and Written Amendments (executed after the contract), Contract, Addenda, RFP/ITB, Award, Supplementary Terms and Conditions, General Terms and Conditions, Specifications, Drawings/Plans, Vendor Bid/Proposal response.

**2.21 Remedies:** Jefferson County retains all remedies available under Tennessee Law, including damages and termination.

**2.22 Right to Inspect:** Jefferson County reserves the right to inspect work, services, and materials at any time.

**2.23 Severability:** If any provision is invalid, remaining provisions remain in effect.

**2.24 Tax Compliance:** Vendor acknowledges, by submission of 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 Jefferson County.

**2.25 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 or company gratuities or kickbacks. Breach of these provisions is a breach of contract & ethical standards and will result in disqualification, legal action, and/or debarment or suspension from being a vendor or sub-vendor under Jefferson County contracts.

**2.26 Insurance:** Vendor shall maintain required insurance and provide proof of insurance. A copy of COI may be requested for proof of insurance. The successful vendor will be required to submit a COI with the specified coverage and listing Jefferson County & Sanitation as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep current COI and endorsement pages on file with the Jefferson County Finance Department if the contract is in effect. The contractor shall, at its sole cost and expense, carry and maintain statutory workers' compensation insurance, employer's liability insurance, and professional liability insurance (if applicable) for any and all persons employed directly or indirectly by the contractor for the duration of the contract. The limits of liability therein shall meet, at a minimum, the limits of liability stated within the Standard Liability Insurance Requirements.

### **Section 3: Environmental Safety and Legal Compliance**

**3.1 Environmental Liability:** Vendor assumes responsibility for proper handling and disposal of materials in accordance with TN law.

**3.2 Safety Program:** The contractor shall maintain written safety program addressing driver safety, backing, spotters, fall prevention, equipment isolation, fire prevention, hot loads, hazardous material recognition, PPE, public separation, and emergency response. The County may stop unsafe work without additional compensation. Contractor personnel working at Landfill/Sanitation sites shall follow site rules and attend required orientation.

**3.3 Environmental Protection:** Contractor shall prevent and promptly control spills, dust, litter, odors, vectors, noise, stormwater contamination, fires, and unlawful releases. Contractor shall immediately notify the Landfill/Sanitation of any release, fire, prohibited material, regulator contract, permit violation, or condition that could affect service or public health. Contractor is responsible for response, cleanup, reporting, and restoration arising from its work, except to the extent caused solely by the Landfill/Sanitation.

**3.4 Compliance:** The contractor and all subcontractors shall comply with all applicable federal, state, and local laws, permits, traffic regulations, labor requirements, waste restrictions, and environmental requirements. The contractor shall monitor regulatory changes and promptly disclose any suspension, violation notice, enforcement action, or permit conditions that could materially affect contract performance.

## **Section 4: Specifications and Scope of Work**

**4.1 Scope of Work:** The contractor shall remove C&D waste from Jefferson County Sanitation/Landfill located at 650 Grove Road Dandridge, TN 37725. Transport C&D waste and/or recyclable material waste in properly maintained and covered equipment and deliver it only to a legally authorized facility that accepts the materials. The contractor shall provide all labor, supervision, vehicles, trailers or containers, fuel, permits, insurance, disposal fees, and other items necessary to complete the service unless the bid documents state otherwise.

### **4.2 Required Services**

- Provide transfer trailer(s), roll-off container(s), or other equipment in minimum 30-yard containers or larger.
- Keep at least \_\_\_\_ empty and serviceable unit(s) available at Landfill during operating hours.
- Remove loaded equipment when requested or according to approved service schedule.
- Provide a replacement unit at the time of pickup when required so Landfill operations can continue.
- Secure and cover every load before leaving Landfill property.
- Transport each load directly to an approved receiving or disposal facility.
- Pay all transportation, tipping, disposal, fuel, and facility charges included in bid price.
- Provide a certified scale ticket and service record for every load.
- Provide backup equipment, drivers, and an alternate approved facility when normal service is unavailable.
- Clean up any spill or debris caused by the contractor operations.
- C&D waste material and/or recyclable materials will be transported to designated processing or disposal facilities.
- Operating in full compliance with local, state, and federal environmental and transportation safety regulations.

### **4.3 Service Process**

- Jefferson County will notify the contractor when a load is ready, unless a regular schedule is established.
- The contractor shall confirm the request and provide an estimated pickup time.
- The driver shall inspect the equipment and load before movement.

- The contractor shall secure the load and remove it within the required response time.
- The contractor shall deliver the load to an approved facility and obtain a certified scale ticket.
- The contractor shall send the ticket and service record to the Jefferson County Landfill within one business day.

#### **4.4 Equipment Requirements**

- All vehicles, trailers, and containers shall be properly licensed, insured, suitable for C&D waste, and maintained in safe operating conditions. The equipment shall be compatible with the Landfill site and loading equipment.
- Containers should be a minimum 30-yards or bigger with at least six (6) containers on the Landfill site at a time.
- Equipment shall have no holes, defective doors, damaged floors, leaking hydraulic systems, or other unsafe conditions.
- Tarps, covers, doors, locks, lights, brakes, tires, reflectors, and landing gear shall work properly.
- Each unit shall show the contractor's name, unit number, rated capacity, maximum weight, and safe fill line.
- The contractor shall repair or replace rejected equipment after notice.
- The contractor shall not leave disable or unsafe equipment on Landfill property without approval.
- No vehicle may leave Jefferson County Landfill property overloaded, improperly secured, or in violation of legal axle or gross-weight limits. The contractor is responsible for citations, towing, cleanup, damages, or delays caused by its equipment, drivers, or load securement.
- Maintaining sufficient fleet capacity to accommodate peak daily volumes and emergency operations.

#### **4.5 Pickup and Hauling Requirements**

- Hauling approximately 36-50 tons of C&D waste from Landfill weekly, fluctuating up or down on any given week up to six (6) times per week.
- Containers will be exchanged, dropped, and loaded by driver and/or contractor.
- A pickup is complete when the loaded unit has been removed, any required replacement has been properly placed, debris caused by the exchange has been removed, and the service has been documented.
- Drivers shall hold all licenses required for the vehicle operated.
- Jefferson County Landfill waste shall not be combined with another customer load before it is weighed and accepted at the approved facility.
- Jefferson County Landfill waste shall not be stored overnight or taken to an unapproved location without County permission.

- The contractor shall immediately notify the Landfill of a spill, collision, citation, rejected load, or delay that may affect services.

#### **4.6 Approved Disposal Facilities**

- The bidder shall identify the primary and alternate facilities proposed for this contract. Each facility shall maintain all permits, licenses, and approvals required to accept and manage the C&D waste delivered under this contract.
  - Facility Name and Address
  - Owner and Operator
  - Permit Number and Expiration Date
  - Material Accepted
  - Operating Hours
  - Certified Scale Location
  - Primary or Alternate Facility
- The contractor remains responsible for the load until the approved facility accepts it.
- The contractor shall not dump, store, transfer, burn, bury, salvage, or otherwise manage Jefferson County waste at an unapproved facility.
- Loss, suspension, expiration, or restriction of a facility permit shall be reported to the Landfill immediately.
- Use of an alternate facility requires County approval and shall not increase the price unless approved in writing before service.

#### **4.7 Acceptable and Prohibited Materials**

- C&D waste may include wood, lumber, concrete, block, brick, asphalt, drywall, roofing materials, metal, fixtures, and other nonhazardous materials produced by construction, renovation, repair, or demolition work.
- The following materials are prohibited unless Jefferson County Landfill and the receiving facility approve before pickup:
  - Hazardous waste, unknow chemicals, pain, solvents, fuel, or free liquids.
  - Asbestos-containing or suspected asbestos-containing materials.
  - Explosives, ammunition, radioactive materials, medical waste, or pressurized cylinders.
  - Hot, burning, smoking, or reactive material.
  - Sewage, sludge, contaminated soils, industrial waste, or regular household garbage.
  - Tires, batteries, refrigerant-containing appliances, mercury devices, or electronic waste.

#### **4.8 Rejected Loads**

- The contractor shall immediately notify Landfill if a facility rejects or reclassifies a load. The contractor shall provide photographs, the reason for rejections, the facility

requirement involved, and lawful disposal options. The contractor shall not return or redirect the material without County instructions unless immediate action is required for safety or by law. Additional charges require written County approval and must be based on a price listed in the bid.

#### **4.9 Weights and Records**

- Billable tonnage shall be based on a certified legal-for-trade scale. Estimated or handwritten weights will not be accepted unless the Jefferson County Landfill approves them in writing.
- The contractor shall provide tickets within one business day and keep contract records for at least six (6) years after final payment. The contractor shall provide a simple report listing each load, pickup date, equipment number, destination, ticket number, net tons, and hauling charge. The report total shall match the invoice total.

#### **4.10 Pricing**

- Prices shall include labor, equipment, fuel, transportation, tipping, and disposal fees, taxes, permits, overhead, and profit unless specifically excluded on the bid form.
- No fuel, environmental, administrative, minimum-load, or similar surcharge is allowed unless specifically requested and priced in the bid.
- Invoices shall show the service date, ticket number, material, net tons, hauling charge, and total charge for each load.
- Jefferson County Landfill shall have at least 30 days to process a correct and properly supported invoice.

#### **4.11 Contractor Requirements:**

- Maintain all licenses, permits, vehicle registrations, and insurance required to perform the work.
- Provide qualified drivers, an account manager, a dispatch contact, and a 24hr emergency contact.
- Identify all subcontractors and remain responsible for their work.
- Provide at least three references for similar waste hauling or disposal contracts.
- Provide copies of proposed facility permits and proof that disposal capacity is available.
- Maintain backup equipment and an alternate facility to avoid service interruptions.
- Comply with all applicable federal, state, and local laws and Jefferson County Landfill site rules.

#### **4.12 Performance and County Remedies**

- The contractor shall perform the work safely, on time, and according to these specifications. The Landfill may require correction of unsafe equipment, incomplete records, billing errors, missed pickups, or use of an unapproved facility. If the

contractor does not provide required service, Jefferson County may obtain service from another source and charge the contractor any reasonable additional cost, subject to the final contract terms.

- Repeated missed services, unauthorized disposal, false weight or disposal records, loss of a required permit or insurance, unsafe performance, or failure to correct a material problem may be grounds for contract termination. Jefferson County may terminate the contract with or without cause upon 30 days written notice, subject to the final contract terms.

#### **4.13 County Responsibilities**

- Provide reasonable access to the Landfill and service location during operating hours.
- Notify the contractor when service is needed or establish a regular service schedule.
- Avoid knowingly placing prohibited material in a load.
- Review service records and pay approved invoices according to contract terms.
- Operating hours are as follows: Monday-Friday 7:00am-3:30pm and Saturday 8:00am-12:00pm. Jefferson County Landfill will accommodate operating hours as needed to minimize disruption of service.

## **Section 5: Checklist**

This section is provided for reference only and is not intended to represent a complete list of all documents or items that may be required as part of the bid submission.

**5.1** Vendor Information Sheet

**5.2** Iran Divestment Act Affidavit

**5.3** Title VI Contract Assurance

**5.4** Non-Collusion Affidavit

**5.5** Non-Discrimination, Non-Debarment, & Lobbying Affidavit

**5.6** Addendum Acknowledgement (If Applicable)

**5.7** Drug-Free Workplace Affidavit

**5.8** No Contact/No Advocacy Affidavit

**5.9** Copy of Business License/Facility Permits/Disposal Capacity

**5.10** Proof of Insurance and Liability

**5.11** References (3)

**5.12** Primary Facility/Alternate Facility

**5.13** Bid Form – Price Sheet

**5.14** Signature on Bid and on all required documents.

**5.15** Properly Seal and Label envelope as described in ITB.

**5.16** Include two single sided copies of bid marked original and copy.

**5.17** Pages one (1) through seventeen (17) do not need to be included in bid packet.



## Vendor Information Sheet

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

List of References (List at least 3 references: Name, Phone Number, Email)

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Signature:

Title:

Date:

---

Print Name:

Title:

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The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this proposal, the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications and proposal requirements as presented without reservation or alteration. This proposal, if accepted, will constitute an agreement and contract with Jefferson County. Prices are firm during this agreement term, unless agreed upon in writing by the County.



### **Iran Divestment Act Affidavit**

Iran Divestment Act Affidavit as per Tennessee Code Annotated, Title 12, and effective July 1, 2016: 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 12-12-106.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



## Title VI Contract Assurance

It is the policy of Jefferson County not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring practices; or in admission to, access to, or operation of its programs services or activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

**Please print:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

I \_\_\_\_\_, hereby agree to abide by the Title VI regulations.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Ownership Type (please check all that apply)

|                          |                                 |                          |                         |
|--------------------------|---------------------------------|--------------------------|-------------------------|
| <input type="checkbox"/> | African American Owned Business | <input type="checkbox"/> | Asian Owned Business    |
| <input type="checkbox"/> | Women Minority Owned Business   | <input type="checkbox"/> | Disabled Owned Business |
| <input type="checkbox"/> | Native American Owned Business  | <input type="checkbox"/> | All Others              |
| <input type="checkbox"/> | Hispanic Owned Business         | <input type="checkbox"/> |                         |



### Non-Collusion Affidavit

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached proposal;
- 2) He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- 3) Such proposal is genuine and is not a collusive or sham proposal;
- 4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties interest, including this affiant, has in any way colluded, conspired, connived, or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price of prices in the attached proposal, or of any other bidder, or to fix any overhead, profit, or cost element or the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Jefferson County or any person interested in the proposed contract; and
- 5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



### Non-Discrimination, Non-Debarment, & Lobbying Affidavit

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Jefferson County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

☐ African American ☐ Native American Owned ☐ Hispanic Owned

☐ Caucasian Owned ☐ Asian Owned ☐ Women Owned ☐ Other Owned

Signature: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



### **Addendum Acknowledgement (if applicable)**

If applicable, please complete and return this with bid proposal response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation.

Addendum #1- Date Received\_\_\_\_\_

Addendum #2- Date Received\_\_\_\_\_

Addendum #3- Date Received\_\_\_\_\_

Addendum #4- Date Received\_\_\_\_\_

Signature\_\_\_\_\_

Print Name\_\_\_\_\_

Title\_\_\_\_\_

Company Name\_\_\_\_\_

Email\_\_\_\_\_

Phone Number\_\_\_\_\_



## Drug-Free Workplace Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Jefferson County Government to provide construction services, hereby states under oath as follows:

- 1) The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- 2) The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
- 3) The Company is in compliance with T.C.A. . § 50-9-113. Further affiant saith not.

\_\_\_\_\_

Principal Officer

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purpose of therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_



## No Contact/No Advocacy Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;

(2) The Proposer \_\_\_\_\_ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

- a) NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any Jefferson County and/or Jefferson County representative concerning this proposal is strictly prohibited, unless such contact is made with the Jefferson County Purchasing Agent. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to Jefferson County and/or Jefferson County staff including, but not limited to, members of Jefferson County Commission, Jefferson County Offices, Office of the Mayor, Jefferson County School Board or any other Jefferson County staff.

**Any company and/or individual who does not comply with the above stated "No Contact" and "NO Advocating" policies may be subject to having their proposal rejected from consideration.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_



### **Price Sheet Instructions:**

- Enter a firm hauling charge per load and a firm disposal charge per ton. All charges necessary to perform the work must be included in the prices below. Estimated quantities are for bid evaluation only and do not guarantee any minimum or maximum volume.
- The hauling price shall include labor, equipment, fuel, transportation, insurance, permits, overhead, profits, and all other costs required to complete each haul.
- The disposal price shall be billed only on actual net tons accepted at the disposal facility and must be supported by a certified scale ticket showing gross, tare, and net weight.
- No fuel surcharge, environmental fee, administrative fee, or other charge may be added unless it is specifically identified on this price sheet and accepted by Jefferson County.
- If an additional charge is not listed, the County will consider it included in the quoted prices. Unapproved charges may not be added to any invoices and will not be paid.
- Bid prices shall remain firm for the initial twelve (12)-month contract term. Any requested price adjustment for a renewal term must be submitted in writing with supporting documentation at least 30 days prior to renewal date. Any adjustment is subject to Jefferson County & Sanitation approval and shall not exceed 2%.



### Price Sheet:

|                    |  |                       |  |
|--------------------|--|-----------------------|--|
| <b>Bidder Name</b> |  | <b>Contact Person</b> |  |
| <b>Telephone</b>   |  | <b>Email</b>          |  |

| Item | Service                                                                                                              | Unit     | Estimated Quantity | Unit Price | Extended Price |
|------|----------------------------------------------------------------------------------------------------------------------|----------|--------------------|------------|----------------|
| 1    | Hauling charge for pickup, transportation, and delivery of one loaded C & D waste container to the disposal facility | Per Load | _____ load         | \$ _____   | \$ _____       |
| 2    | Disposal charge for accepted C & D waste, based on net weight shown on a certified scale ticket                      | Per Ton  | _____ tons         | \$ _____   | \$ _____       |
| 3    | Other required charge, if any — describe:<br>_____                                                                   | _____    | _____              | \$ _____   | \$ _____       |

|                            |                 |
|----------------------------|-----------------|
| <b>TOTAL EVALUATED BID</b> | <b>\$ _____</b> |
|----------------------------|-----------------|

### Pricing Details

|                                                         |       |
|---------------------------------------------------------|-------|
| <b>Container size or type included in hauling price</b> | _____ |
| <b>Proposed disposal facility and location</b>          | _____ |
| <b>Maximum legal payload, if applicable</b>             | _____ |
| <b>Additional or rejected-material charges</b>          | _____ |

### Bidder Certification

By signing below, the bidder certifies that the prices stated on this sheet are firm and complete for the services described in this solicitation; that the bidder has reviewed and agrees to the solicitation requirements; and that no additional fees or surcharges will be charged unless specifically disclosed above and accepted in writing by Jefferson County.

|                               |       |                       |       |
|-------------------------------|-------|-----------------------|-------|
| <b>Authorized Signature</b>   | _____ | <b>Date</b>           | _____ |
| <b>Printed Name and Title</b> | _____ | <b>Company</b>        | _____ |
| <b>Business Address</b>       | _____ | <b>City State ZIP</b> | _____ |