



WHITE COUNTY, TENNESSEE  
DEPARTMENT OF FINANCE  
COURTHOUSE ROOM 204  
1 EAST BOCKMAN WAY  
SPARTA, TENNESSEE 38583  
PHONE (931)-836-3216 FAX (931)-836-3343  
[finance@whitecountyttn.gov](mailto:finance@whitecountyttn.gov)

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**WHITE COUNTY, TENNESSEE**  
**Bid Package**  
*for*  
**Bid Number: 2015-0410-01-007**

**Disaster Debris Clearance, Removal, and Disposal**

Bid Opening:  
April 10, 2015  
2:00pm Central Time

Contents:  
Information to Bidders  
Specifications  
Bid Forms  
Advertisement

*Posted for public inspection at  
[whitecountyttn.gov/bids](http://whitecountyttn.gov/bids)*



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## **Invitation to bid**

### **Description of items/services requested:**

The White County Government is soliciting proposals for disaster debris clearance, removal, and disposal services.

### **General Requirements:**

Proposals, bids, or responses will be accepted by the White County Department of Finance no later than **2:00 p.m. April 10, 2015** (local time). Every document must be enclosed in an envelope clearly marked as a bid document. Any response, bid or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for no less than ninety (90) days from the date of the bid.

All documents shall be submitted to the following address:

Chad S. Marcum, Director of Finance  
White County Department of Finance  
Courthouse Room 204  
1 East Bockman Way  
Sparta, Tennessee 38583

### **Specifications:**

#### **I. Introduction**

This invitation to bid is being issued in order to:

- Eliminate threats to life, public health, and safety.
- Eliminate immediate threats of significant damage to public property.
- Ensure economic recovery of the affected area for the ultimate benefit of the entire county.

The purpose of this contract will be to perform the removal and disposal of eligible disaster-related tree and other vegetative debris from the White County, Tennessee (hereinafter referred to as County) right-of-way (ROW) including streets, roads, parks, and other maintained in-use public property and utility ROWs within County. The area to be included as part of this contract is the entire area within the County limits. It will be the responsibility of the contractor to adhere to all federal debris removal eligibility regulations, policy, and guidance. Any debris removal work performed that is not in adherence with federal debris removal eligibility regulations, policy, and guidance will not be reimbursed by the County and will be the responsibility of the contractor.



Bidders acknowledge that time is of the essence to the performance of the contract. Bidders understand and agree that debris removal must be done in the most expeditious manner possible. The successful bidder(s) shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

## **II. Service Specifications and Details**

### **A. General Conditions**

1. The contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal and disposal of eligible debris from the County ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs within the County.
2. The contractor shall be knowledgeable and have experience in providing the services as described herein and conduct its operations within the general parameters of FEMA's Public Assistance Program, unless otherwise directed by the County.
3. The contractor shall coordinate their work with the County and/or the County's specified monitoring agency and shall comply with all directions given. No debris shall be removed without the County or the County's specified monitoring agency being present to coordinate debris removal.
4. All debris shall be taken to an approved Debris Management Site(s) (DMS).
5. The County does not have the ability to determine the exact amount of debris to be removed under this contract. Therefore, the unit price supplied by the prospective bidder in the bid form will be used for payment.
6. The general services specified under this contract shall consist of trimming, cutting, and removing any and all eligible debris from the County's ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs with the County. The contractor is liable for all ineligible debris removed during the life of this contract. The contractor must leave the site in a clean and neat condition. The County and/or the County's specified monitoring agency, shall use reasonable judgement to determine when a site is clean and in a condition to allow the contractor to move to the next site.
7. The contractor shall not enter onto private property during the performance of this contract.
8. The debris area shall be cleaned so as to allow for safe mowing of the County ROW. All ruts or surface irregularities caused by the debris or



the contractor's equipment must be repaired. The County's intent is to return the ROW surface back to its pre-disaster condition.

9. The County reserves the right to enter into one or multiple contracts for these services, at its sole discretion. In the event multiple contracts are awarded, contractors will be assigned to specific geographic. These specific geographic areas may be reassigned at any time at the county's discretion. If only one contract is awarded, the contract shall include the entire County.
10. The contractor shall be allowed one (1) tier of subcontractors for this contract. A subcontractor plan must be submitted to the County for approval prior to any subcontractors performing work.
11. The contractor should be aware that a significant portion of this project will occur in residential areas. The contractor should exercise due care to minimize damage to trees, shrubs, landscaping, and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at its sole expense. The debris work area should be left clear of debris and cleaned, as reasonably and practically possible under the conditions of this project. The contractor must immediately notify the County of any damages.
12. The contractor shall use equipment and perform work in a manner to prevent damage to the County's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at their sole expense. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. No equipment shall be operated outside of ROW unless directed by the County. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the sole expense of the contractor. Contractor shall immediately notify the County of damages.
13. All equipment shall be approved by the County, its representatives, or the County's specified monitoring agency prior to use.
14. The contractor shall have a competent superintendent or project manager assigned to the County contract work. This individual shall be available in person to the County at any time when work under this contract is ongoing. This individual shall be the contractor's principal point of contact for operational issues, shall attend all operational meetings, and shall be prepared to brief operational status at meetings and in public forums.
15. The County reserves the right to inspect the site, verify quantities, and review operations at any time.
16. All work shall be accomplished in a safe manner in accordance with TDOT Maintenance of Traffic Standards including part 6 of MUTCD,



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County, State, Federal, OSHA standards, and any other applicable laws or regulations.

**B. Debris Eligibility**

1. Eligible debris include all ice storm disaster related tree and other vegetative debris which are within the County maintained ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs with the County. Debris moved into the ROWs by citizens are included in this classification.
2. Any debris, such as fallen trees, which extend onto the County ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed.
3. Holes resulting of uprooted trees in the County ROW shall be backfilled to ground level with material approved by the County and/or the County's specified monitoring agency. The material must be compacted so that no settlement and/or depressions occur.
4. All hanging limbs and/or leaning hazardous trees (>30° lean), also known as hangers and leaners, resulting from the ice storm disaster which are within the County ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs should be classified with normal removal of vegetative debris. A separate line item, specifically for these issues, will not be available.
5. All hazardous stumps which are less than thirty inches (<30") in diameter resulting from the ice storm disaster which are within the County ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs should be classified with normal removal of vegetative debris. A separate line item, specifically for these issues, will not be available.

**C. Phasing**

1. The scope of work should include, at a minimum, two (2) passes throughout the contracted areas, unless otherwise specified by the County.
  - i. Phase One – shall include “sweeps” of the following:
    - a. Leaner and hanger trimming and cutting
    - b. General vegetative debris removal
  - ii. Phase Two – shall include sweeps of the following:
    - a. General vegetative debris removal
    - b. Hazardous stump removal
2. At the end of the last phase, the ROW should be returned to its pre-disaster condition.
3. At least seven (7) days must be given between “sweeps” within the same area. This is in an attempt to allow citizens to move debris to the ROW edge for collection.



**D. Ticketing**

1. Load tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets will be provided by the County and/or the County's specified monitoring agency.
2. At a minimum, each ticket will include the following:
  - i. State and county
  - ii. Ticket number
  - iii. County project number
  - iv. Contractor name and truck number
  - v. Certified truck capacity
  - vi. Subcontractor's name (if applicable)
  - vii. Driver's name
  - viii. Loading date and time
  - ix. Pass/Phase number
  - x. To and from location addresses
  - xi. Beginning and ending GPS coordinates
  - xii. Load monitor's name and signature
  - xiii. Type of debris
  - xiv. Disposal date and time
  - xv. Debris management site (DMS)
  - xvi. Percent of load actual debris volume
  - xvii. Site monitors name and signature
3. Appropriate standard operating procedures for ticketing will be established by the County and/or the County's specified monitoring agency, in consultation with the contractor, prior to any debris disposal.

**E. Schedule**

1. Prior to mobilization, the contractor will meet with the County and, if applicable, the County's specified monitoring agency to discuss matters of judgement, safety, quality control, quality assurance, coordination, payment, record keeping, ticketing, and project scheduling and reporting. All elements of the contract will be thoroughly reviewed in detail with all parties present.
2. Debris removal and disposal should begin within twenty-four (24) hours of the notice to proceed.
3. Prior to commencing debris removal and disposal operations, the contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a seven (7) and fourteen (14) day projection schedule. This plan must contain a traffic control plan to meet Tennessee Department of Transportation (TDOT) requirements in case of necessary and approved temporary road closures. This plan must be approved by the



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County Executive and should be updated at least weekly throughout the operation period.

4. The contractor is required to provide and adhere to a schedule which will allow for the disposal of a minimum of 5,000 cubic yards of debris per workday (unless otherwise specified by the County). The minimum rate shall be achieved and maintained daily no later than three (3) working days following the notice to proceed. The County understands that certain unforeseen circumstances may arise which would not allow for this level of debris disposal. In matters such as these, the contractor must request relief from this minimum standard from the County. This request must specify the reason that the daily amount is not being achieved, and must be approved by the County for relief under this requirement.
5. All activity associated with debris removal operations shall be performed during daylight hours. The contractor shall devote such time, attention, and resources to the performance of the contractor's services and obligations hereunder as shall be necessary to complete this project. The contractor will be expected to conduct removal and/or reduction operations at least five (5) days per week. Any work-hour restrictions within residential neighborhoods will be provided by the County. Pre-loads will only be written at the discretion of the County or the County's.
6. The Contractor shall provide a work plan to the County for the following day's operations no later than 2:00pm local time.
7. The County reserves the right to direct the contractor on roads that need to be cleared by priority. All reasonable efforts will be made to give advance notification of switching areas.

**F. Equipment**

1. All trucks and trailers used for hauling shall be equipped with approved tarps to completely cover the exposed portions of the loads being hauled during the entire time they are traveling on state or local roads.
2. All equipment used to haul debris shall be equipped with a solid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate.
3. All trailers shall have metal-framed exterior and metal interior walls. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides.



All extensions are subject to acceptance or rejection by the County and/or the County's specified monitoring agency.

4. Any truck used to haul debris must be mechanically loaded and compacted by an appropriately sized front end loader, backhoe or other approved and appropriate equipment. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment and non-rubber tired equipment must be approved by the County.
5. Any truck or trailer used must be capable of dumping hydraulically and be capable of unloading its load without the assistance of other equipment.
6. All hauling equipment shall be measured and marked for its load capacity. Trucks and other heavy equipment designated for use under this contract shall be equipped with a minimum of two (2) signs, one attached on each side. These signs will be furnished by the contractor and at a minimum should contain the following information:
  - i. County name
  - ii. Company name
  - iii. Truck number
  - iv. Maximum Cubic Yard
  - v. Inspector's name and date
7. All signage for equipment must be approved by the County and/or the County's specified monitoring agency.
8. All equipment must be presented to the County and/or the County's specified monitoring agency for inspection prior to the commencement of work. The time and place of this inspection shall be determined by the County.
9. During the course of the work, the County and/or the County's specified monitoring agency may request that a piece of equipment be re-measured for hauling capacity.
10. The contractor will be required to notify the County and the County's specified monitoring agency each time that a piece of equipment is being used, which was not part of the original inspection.
11. Trucks, trailers, or other equipment which are designated for use under this contract shall not be used for any other work during the working hours of this contract.

**G. Debris Management Sites (DMS) & Landfill**

1. The contractor is responsible for acquiring, obtaining, permitting, developing, setting-up, maintaining, operating, and properly closing-out all debris management sites used for staging and reduction of disaster debris. These sites should be set up so as to receive debris in all weather conditions. The County may already have sites, pre-



- approved, that the Contractor may use with written permission from the County.
2. The contractor shall submit to the County a list of proposed debris management sites. The list submitted shall include for each reduction/staging site the following minimum information about the site:
    - i. Photographs of site (minimum of 2)
    - ii. GPS coordinates
    - iii. 911 address
    - iv. Physical description of property
    - v. Owner's name and contact information
    - vi. Copy of written agreement between the contractor and owner
    - vii. Information regarding compliance with site requirements
  3. The contractor shall submit to the County a list of all proposed landfill sites. The list submitted shall include for each landfill site the following minimum information about the site:
    - i. GPS coordinates
    - ii. 911 address
    - iii. Physical description of property
    - iv. Owner's name and contact information
    - v. Schedule of tipping fees
    - vi. Copy of written agreement between the contractor and owner
    - vii. Information regarding compliance with site requirements
  4. The County operates a Class I and Class III/IV landfill located at 6010 Gum Spring Mtn. Road in Sparta, Tennessee. The County will work with the contractor to dispose of debris and chips at this landfill location. Please note that the County's landfill must be used as the primary landfill site, unless otherwise decided by the County at a later date.
  5. Any landfill used by the contractor must be an existing, permitted, and approved landfill in accordance with regulations of the State of Tennessee.
  6. In general, the contractor may use only designated and approved debris management sites and landfills. All sites and landfills must be approved and in compliance with Tennessee Department of Environment and Conservation rules and regulations. The contractor is responsible for obtaining and paying for all necessary permits as required.
  7. All debris management sites must be located:
    - i. Outside of the 100-year floodplain
    - ii. At least ¼ mile from a public or private water supply
    - iii. At least ½ mile from known caves, springs, and streams
    - iv. Outside of known wetlands areas



8. All debris management sites must have appropriate security to minimize uncontrolled dumping or access.
9. Burning at debris management sites must be pre-approved by obtaining the appropriate burn permits. Additionally, the County should be notified in writing of the contractor's intent to burn debris.
10. If burning is approved, it must be located at least 1,000 feet from an occupied residence or structure. The site shall be controlled so that the smoke does not create a vehicular and/or air traffic hazard or nuisance condition.
11. Debris management sites must allow for ease in maintaining segregation of debris between vegetative and non-vegetative.
12. The contractor will be solely responsible for providing an inspection tower at each debris management site and/or landfill for use by the County or the County's specified monitoring agency. The tower should be constructed so as to provide for the viewing of the bed of trucks and trailers when empty and to fully view the debris load. This will require that the tower be at least 10 feet above the ground surface. The tower should be constructed so as to meet all local, state, and federal safety requirements. The tower floor should be approximately 8'x8' and be surrounded by a 4' high wall for safety. The floor area should be covered by a tin roof or equivalent and provide a minimum of 6'6" of head room. Access to the platform shall be made using constructed steps and a handrail. The contractor may use a mechanical lift in place of constructing a wooden observation tower. However, a writing surface and cover (roof or equivalent) must be provided. The contractor will be responsible for removal of all inspection towers once the contract is complete.
13. The contractor will be solely responsible for supplying approved portable restroom facilities at all debris management sites. These restrooms should be cleaned and maintained regularly at the contractor's expense.

#### **H. Reporting**

1. The contractor shall submit a summarized daily haul record to the County at the end of each work day. This requirement will last for the term of the contract.
2. Any discrepancies between the summarized daily haul record and the corresponding load tickets must be reconciled by the contractor within 24 hours.

#### **I. Measurement**

1. Measurement for all eligible debris removed shall be on a per cubic yard basis. Load tickets reconciled with daily operational reports shall document measurement. Compensation will be based on completed and eligible load tickets administered and validated by the County



and/or the County's specified monitoring agency based on the contractor's unit price per cubic yard of eligible debris hauled.

**J. Traffic Control**

1. The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The contractor shall provide all flag persons, signs, equipment, and other personnel and equipment in addition to the personnel and equipment required to complete this contract. Closure or blocking of public streets/roads and other ROWs shall not be permitted unless prior arrangements have been made with the County. Traffic control is the responsibility of the contractor and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with MUTCD and OSHA standards.

**K. Other Considerations**

1. The contractor shall supervise and direct the work using skillful labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
2. The contractor shall be duly licensed in accordance with the State of Tennessee and White County's statutory requirements to perform the work.
3. The contractor shall provide copies of references, licenses, financial records, proof of insurance and bonding, and proposed list of equipment including any subcontractors upon request by the County.
4. The County may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays, if agreeable by both parties.
5. The County may initiate additions or deletions to the contract by written change order. Both parties shall equitably negotiate subsequent changes in cost and completion time following applicable County, state, and federal laws and regulations.
6. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.
7. Under no circumstances shall the contractor mix debris hauled from others with debris hauled under this contract.



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### **III. Format of Proposal and Requested Content**

#### **A. Technical Plan**

1. Project Approach – A brief narrative description of the contractor’s approach to this project’s operations, including project management and mobilization.
2. Experience – A brief narrative description of the contractor’s experience and qualifications in performing similar disaster debris removal, reduction, and disposal operations of similar size and complexity. Include supporting data to include jobs completed with the past five (5) years, including references and contact information.
3. Operations Plan – Outline equipment and crew resources available to fulfil the proposal requirements. Demonstrate ability to complete the scope of work in a timely and safe manner.

#### **B. Proposal Form**

1. Provide rate schedule for services using fee schedule supplied with this invitation to bid.

#### **C. Bid Bond**

1. An appropriate bid bond, equal to \$50,000 is required to be supplied with all bid responses. The bond must be issued by a surety authorized to do business in the State of Tennessee.

#### **D. Proof of Insurance**

1. Workers’ Compensation – Workers’ compensation insurance providing the statutory limits required by Tennessee law must be supplied with bid. In addition, it shall provide Coverage B, Employer’s Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease–policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. General Liability – Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations must be supplied with bid. The required limit may include excess liability (umbrella) coverage. If “occurrence form” insurance is not available, “claims made” insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
  - i. Upon execution of an agreement, the successful contractor shall provide proof that the policy names White County and its representatives as an additional insured.
3. Automobile – Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers shall be provided with bid. The coverage shall be as broad as that found in the standard



comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

#### **IV. Payment**

##### **A. Invoices**

1. Payment for work completed shall be invoiced on a weekly basis. To receive payment, contractor shall submit invoice to the County or the County's specified monitoring agency for the debris hauled to each disposal site which shall be calculated from the load tickets that are issued to the County or the County's specified monitoring agency.
2. The contractor shall be paid solely on the tickets issued and verified by the County or the County's specified monitoring agency at the DMS.
3. The contractor will be charged tipping fees at disposal, if disposal is made in the county's landfill the tipping fee will be \$41.25 per ton.
4. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in this invitation to bid.
5. Work included in these specifications and not identified in the Proposal Form will be priced by change order or supplemental agreement to this contract.

##### **B. Retainage**

1. The county will hold five percent (5%) of each invoice as retainage to ensure satisfactory performance of the contract. Upon satisfactory completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
2. The County may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.
3. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 30 days of the certification of completion of the project by the County's authorized agent provided the contractor has completed filing of all contractually required documents and certifications with the County's authorized agent including acceptable evidence of the satisfaction of all claims or liens.



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**V. Additional Considerations**

**A. Performance and Payment Bonds**

1. At the time of execution of the contract, the successful contractor shall furnish both performance and payment bonds equal to 100% of the contract price (or a prorated share of the contract price) which is estimated to be \$1,000,000.00. The performance bond is issued for the faithful performance of the contract. The payment bond is issued for the obligation that all persons supplying material and labor in the progression of the work will be promptly paid. Each bond must be issued by a surety authorized to do business in the State of Tennessee.

**B. Insurance Requirements**

1. All proof of insurance supplied with bid must be maintained throughout the course of this contract agreement.
2. Certificates naming White County as an additional insured must be supplied upon execution of contract.
3. The contractor will provide the County with at least 30 days written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the County harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required.
4. The County's approval or acceptance of certificates of insurance does not constitute the County's assumption of responsibility for the validity of any insurance policies nor does the County represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

**C. Time is of the Essence**

1. Time is of the essence to the performance hereunder and the County shall recover from the contractor any delay costs caused by the negligent acts or omissions of the contractor or its agents.
2. Contractor agrees to work diligently to complete this contract by the earliest possible date. The County desires the project be completed within 75 days however, in no event shall the time period for completion of this contract exceed 120 days from the Notice to Proceed, unless the County initiates additions or deletions by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the contract is terminated as provided herein.
3. By submitting a proposal, the contractor agrees to pay as liquidated damages the amount specified in the sum of \$1,000 a day.



**D. Changes, Additions, Deduction, and Additional Work**

1. The County may elect to remove debris with its own forces, volunteers, or other resources and/or activate the contract resulting from the RFP. Further, no amount of work is guaranteed under the contract, and the County may terminate the contract(s) awarded without cause at the County's convenience. In such event, the contractor shall be paid for work performed through the date of termination.
2. Upon proper action by the County, the County may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the contractor. No extra work shall be done or any obligation incurred except upon written order by the County. If any change causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, the County shall make an equitable adjustment and modify the contract in writing.

**E. Termination of Contract**

1. The County may, by written notice to the contractor, terminate this agreement in whole or in part at any time, either for the County's convenience or for cause. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise.
2. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.
3. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed five percent (5%) of said contract price.

**F. Indemnification**

1. To the fullest extent permitted by law, the contractor, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless White County, including, but not limited to, its elected and appointed officials, officers, employees, and agents



from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the contractor's performance of the agreement or any other agreements of the contractor, entered into by reason thereof. The contractor shall indemnify and defend White County, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**G. Independent Contractor**

1. The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the County or FEMA, except as to the product or the result of the work. The relationship between the County and the contractor shall be that as between an independent contractor and the County and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this Agreement.

**H. Suspension and Disbarment**

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
  - i. The certification in this clause is a material representation of fact relied upon by White County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to White County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout



the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## VI. Award of Contract(s)

### A. Evaluation Criteria

1. It is the County's intent to enter into a contract(s) with a contractor(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously provide eligible disaster related tree and vegetative debris removal from the public ROW for the County as outlined in this proposal. Each proposal will be evaluated based upon the following criteria:

Cost	51%
Technical Plan	30%
Relevant Experience	10%
Overall Proposal Presentation	9%

### B. Multiple Contracts

1. The County may award multiple contracts until the County has enough crews to perform all necessary work.

### C. Award – General

1. White County reserves the right to reject all bids, waive any and all technicalities, and make the award(s) as deemed in the best interest of the County.
2. White County reserves the right to not award a contract as a part of, or as a result of, this bid process if FEMA Public Assistance Program funds are not received by White County.
3. Upon agreement of both White County and the awarded contractor(s), the contract(s) awarded as a result of this invitation to bid may be extended. However this extension, if exercised, must expire within three (3) years from the bid date.

## VII. Special Conditions

### A. White County reserves the right to:

1. Amend, modify, or withdraw this document.
2. Revise any requirements under this document.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.



5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
  6. Waive any nonconformity with this invitation to bid.
  7. Cancel, in whole or in part, this invitation to bid if the County deems it is in its best interest to do so.
  8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
  9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.
  10. Not award a contract as a part of, or result of, this process.
- B. The County may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.
- C. Conflict of Interest – Contractors must disclose any instances where the Contractor or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by White County). The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Contractor’s proposal. The County’s determination regarding any questions of conflict of interest is final.
- D. No Contact Policy – Any contact with any County representatives, related officials, or representatives other than those in the White County Department of Finance and/or the White County Executive’s Office, is strictly prohibited. Such unauthorized contact may disqualify your contractor from this procurement.
- E. Any bid submitted must be inclusive of all applicable local, state, and federal taxes.

### **VIII. Bid Form**

- A. White County is requesting six (6) separate items be bid as follows:
1. Item #1: Removal of Vegetative Debris (All Phases)
    - i. This item consists of furnishing all labor, equipment and materials necessary to remove of all vegetative debris as described elsewhere in this invitation to bid. Removal shall include all cutting, loading, hauling/transporting to a Debris Management Site (DMS), and unloading of vegetative debris.
    - ii. This item also consists of furnishing all labor, equipment and materials necessary for: cutting and trimming of all hanging, leaning, hazardous trees and branches removal, disposal, and backfilling of all stumps less than thirty (30) inches in diameter.



- a. Note: There is NOT a separate pay item for cutting and trimming hanging or leaning hazardous trees and branches or for the removal of hazardous stumps greater than 30” in diameter. This work should be priced under Bid Item #1.
  - iii. The contractor shall provide the necessary cutting tools, such as chain saws, and special access equipment such as bucket trucks or man-lifts with the debris loading operations.
  - iv. The debris will be measured by the cubic yard (solid volume) in approved hauling vehicles at the point of delivery, Debris Management Site.
  - v. Pricing under this item should be on a per cubic yard basis.
2. Item #2: Reduction and Disposal of Vegetative Debris by Grinding
- i. This item consists of furnishing all labor, equipment and materials necessary to reduce and dispose of all vegetative debris by proper grinding practices. This item also includes all costs for the Debris Management Sites including but not limited to total remediation of the DMS, disposal costs for the wood chips, fire prevention and suppression, site security, etc.
  - ii. Ground wood waste should be finely sized, uniform particles which will produce a good quality compost and/or fuel source. It shall meet the size criteria and specifications for its final disposal.
  - iii. The debris will be measured by the cubic yard (solid volume) based on load tickets for the Debris Management Site.
  - iv. Pricing under this item should be on a per cubic yard basis.
3. Item #3: Reduction and Disposal of Vegetative Debris by Open Burning
- i. This item consists of furnishing all labor, equipment and materials necessary to reduce and dispose of all vegetative debris by proper open burning practices following approved federal, state, and local requirements. This item also includes all costs for the Debris Management Sites including but not limited to total remediation of the DMS, disposal costs for the ash, fire prevention and suppression, site security, etc.
  - ii. The debris will be measured by the cubic yard (solid volume) based on load tickets for the Debris Management Site. Debris for open burning destruction shall be separated and identified from debris to be reduced by other methods as directed by the County.
  - iii. Pricing under this item should be on a per cubic yard basis.



4. Item #4: Reduction and Disposal of Vegetative Debris by Air Curtain Destructor
  - i. This item consists of furnishing all labor, equipment and materials necessary to reduce and dispose of all vegetative debris by proper Air Curtain Destructor burning practices following approved LDEQ requirements. This item also includes all costs for the Debris Management Sites including but not limited to total remediation of the DMS, construction or rental of Air Curtain Destructor, operation and maintenance of Air Curtain Destructor, disposal costs for the ash, fire prevention and suppression, site security, etc.
  - ii. The debris will be measured by the cubic yard (solid volume) based on load tickets for the Debris Management Site. Debris for air curtain destruction shall be separated and identified from debris to be reduced by other methods as directed by the County.
  - iii. Pricing under this item should be on a per cubic yard basis.
  
5. Item #5: Removal, Disposal, and Backfilling of Stumps (30" to 48")
  - i. This item consists of furnishing all labor, equipment and materials necessary to remove and dispose of stumps thirty inches (30") to forty-eight inches (48") in diameter as determined by FEMA's fact sheet for the Eligibility of Hazardous Stump Removal. The diameter will be measured in accordance with the FEMA fact sheet for the Eligibility of Hazardous Stump Removal. These stumps may be fully detached from the ground or fully to partially attached to the ground. If required, this item shall also include any costs for extraction of the stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps as directed by the County. Reduction and disposal will be accomplished by one of the following methods: open air burning, air curtain destructor, or grinding. All costs for reduction and disposal will be included in this item.
  - ii. The determination of which stumps to remove, dispose, and/or backfill shall be directed by the County.
  - iii. Measurement will be per each stump between 30" to 48" in diameter removed, properly disposed of, and the hole backfilled.
  - iv. Pricing under this item should be on a per stump basis.



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DEPARTMENT OF FINANCE  
COURTHOUSE ROOM 204  
1 EAST BOCKMAN WAY  
SPARTA, TENNESSEE 38583  
PHONE (931)-836-3216 FAX (931)-836-3343  
finance@whitecountyttn.gov

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6. Item #6: Removal, Disposal, and Backfilling of Stumps (>48")
- i. This item consists of furnishing all labor, equipment and materials necessary to remove and dispose of stumps greater than forty- eight inches (48") in diameter as determined by FEMA's fact sheet for the Eligibility of Hazardous Stump Removal. The diameter will be measured in accordance with the FEMA fact sheet for the Eligibility of Hazardous Stump Removal. These stumps may be fully detached from the ground or fully to partially attached to the ground. If required, this item shall also include any costs for extraction of the stump from the ground as well as backfilling of depressions caused by the removal of hazardous stumps as directed by the County. Reduction and disposal will be accomplished by one of the following methods: open air burning, air curtain destructor, or grinding. All costs for reduction and disposal will be included in this item.
  - ii. The determination of which stumps to remove, dispose, and/or backfill shall be directed by the County.
  - iii. Measurement will be per each stump greater than 48" in diameter removed, properly disposed of, and the hole backfilled.
  - iv. Pricing under this item should be on a per stump basis.

Alternate bids and specifications are not acceptable unless specifically asked for and /or authorized.



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## General Bidding Procedures

**Bid Limit:** White County requires all purchases over \$10,000 to be acquired by sealed competitive bids. Exceptions: Fuel, emergency purchases, and any items excluded by statute

**Location:** All bids must be submitted to the White County Department of Finance at or before the announced deadline.

Courthouse Room 204  
1 East Bockman Way  
Sparta, Tennessee 38583

**Bid Document:** For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the day, date and time as set forth in the "bid invitation". On construction related bids, the envelope must contain the following information visible from the outside: TN License number, expiration date, classifications and limitations.

**Electronic transmissions:** Electronic transmissions will not be accepted except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

**Bid Bond:** For construction related bids, in excess of \$25,000 dollars, the owner requires a bid bond equal to five percent of the total price of the bid. Contracts for the services of a construction manager shall require a bid bond in the amount of ten percent. The owner may request bonds on other services as determined by the Finance Department.

**Performance Bond:** For construction related bids, in excess of \$25,000 dollars, the owner requires a performance bond equal to one hundred percent of the contract price. The owner may request bonds other services as determined by the Finance Department.

**Payment Bond:** For construction related bids, in excess of \$25,000 dollars, the owner requires a payment bond equal to one hundred percent of the contract price except as stipulated under T.C.A. 12-4-201. The owner may request bonds other services as determined by the Finance Department.

**Disclosures by bidders:** For construction bids in excess of \$25,000 interested bidders must include the following information on the outside of the envelope containing the bid document: Name, License number, Expiration date thereof, and license classification of the contractors applying to bid as stated in T.C.A. 62-6-119. For construction bids less than \$25,000, the name only is required. White County maintains a drug-free workplace and requires all bidders for construction contracts to comply with T.C.A. 50-9-114.

**Laws and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders may be required to provide proof of valid business license and Workers Compensation Insurance if required by law.

**Sub-contracts:** The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.



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**Award of Contract:** The owner (White County) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids. White County may conduct such investigations as it deems necessary to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the lowest, best and most responsible bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of White County. It is also understood that the "apparent low bidder" will be announced at the bid opening; however the "successful bidder", who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the County. White County does not enter into contracts which provide for mediation or arbitration.

**Construction Contracts – Retainage:** The Owner will retain five percent of funds on contracts over \$500,000 dollars per T.C.A. 66-11-144.

**Title VI of the Civil Rights Act of 1964:** All interested parties, without regard of race, color or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "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 activity receiving Federal financial assistance." White County strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

**Warranty:** The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

**Payments:** Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Finance Department of White County discourages the practice of picking up checks in person, unless there is an emergency situation.

**Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the bidder.

**Taxes:** White County is tax exempt.

**Tie Bids:** If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the county based on performance.

**Contractors, Subcontractors and employees:** If work is to be performed during regular school hours when children are present, the county reserves the right to require background checks, dress codes and certain ethical standards of all employees on school property.

**Specification details:** These specifications have been designed to meet a certain level of quality as well as to standardize certain components. In numerous places reference to specific brands of components may have been made. This has been done to establish a certain level of quality and in no way is an attempt to write out vendors of similar or equal equipment components.



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### Bid Form

Project: Disaster Debris Clearance, Removal, and Disposal

Bid Date: April 10, 2015; 2:00p.m. central time

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

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

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

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

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

**Bid Item #1:** Removal of Vegetative Debris (all phases)

Bid Amount: \$ \_\_\_\_\_ Dollars per cubic yard.

**Bid Item #2:** Reduction and Disposal of Vegetative Debris by Grinding

Bid Amount: \$ \_\_\_\_\_ Dollars per cubic yard.

**Bid Item #3:** Reduction and Disposal of Vegetative Debris by Open Burning

Bid Amount: \$ \_\_\_\_\_ Dollars per cubic yard.

**Bid Item #4:** Reduction and Disposal of Vegetative Debris by Air Curtain

Bid Amount: \$ \_\_\_\_\_ Dollars per cubic yard.

**Bid Item #5:** Removal, Disposal, and Backfilling of Stumps (30" to 48")

Bid Amount: \$ \_\_\_\_\_ Dollars per each.

**Bid Item #6:** Removal, Disposal, and Backfilling of Stumps (>48")

Bid Amount: \$ \_\_\_\_\_ Dollars per each.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



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**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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- (1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**
  
- (2) **Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

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Organization Name Bid Number

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s) Date

**Please return this form with your bid documents.**



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### CERTIFICATION REGARDING LOBBYING

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Address

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Date

**Please return this form with your bid documents.**



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## Advertisement for Bid

White County, Tennessee  
Advertisement for Bids  
Bid No. 2015-0410-01-007

Take notice that the Director of Finance for White County shall accept sealed written bids for disaster debris clearance, removal, and disposal services.

Proposals, bids, or responses must be submitted to the office of the Director of Finance, Room 204, White County Courthouse, Sparta, Tennessee, 38583, no later than 2:00 P.M. central time, April 10, 2015 at which time the bids will be opened and considered.

Copies of bid documents may be obtained at [whitecountyttn.gov/bids](http://whitecountyttn.gov/bids)

The owner (White County) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive or conditional bids.

Chad S. Marcum  
Director of Finance  
Publication Date: 03/30/2015