



Invitation to Bid

Date: July 30, 2025

For the Project Titled

Montgomery County Fire Service Bid – Hazardous Foam Disposal

OWNER:

Montgomery County Fire Service
1 Millennium Plaza, Suite 111
Clarksville, TN 37040

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Montgomery County Government.

Bid #2025-0803



Bid Advertisement – Hazardous Foam Disposal

Proposals for the Montgomery County Fire Service Hazardous Foam Disposal Bid will be received by Elizabeth Black, Purchasing Agent, Montgomery County Purchasing until **10:00 A.M. CST on Wednesday, August 13, 2025**, at which time the bids will be opened and read aloud. Sealed bids for the project will be received in person by Elizabeth L. Black Purchasing Agent, Montgomery County Purchasing Temporary Suite at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. A map to the location is included in the bid document. Bids may also be mailed to the Purchasing Department at 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Mailed bids must be in a sealed envelope, inside another envelope for mailing. Bids may also be received online, please refer to the bid documents for instructions.

The Scope of the bid includes: The Montgomery County Fire Services is seeking a vendor to remove and properly dispose of hazardous PFAS-based firefighter foam in various size buckets and totes.

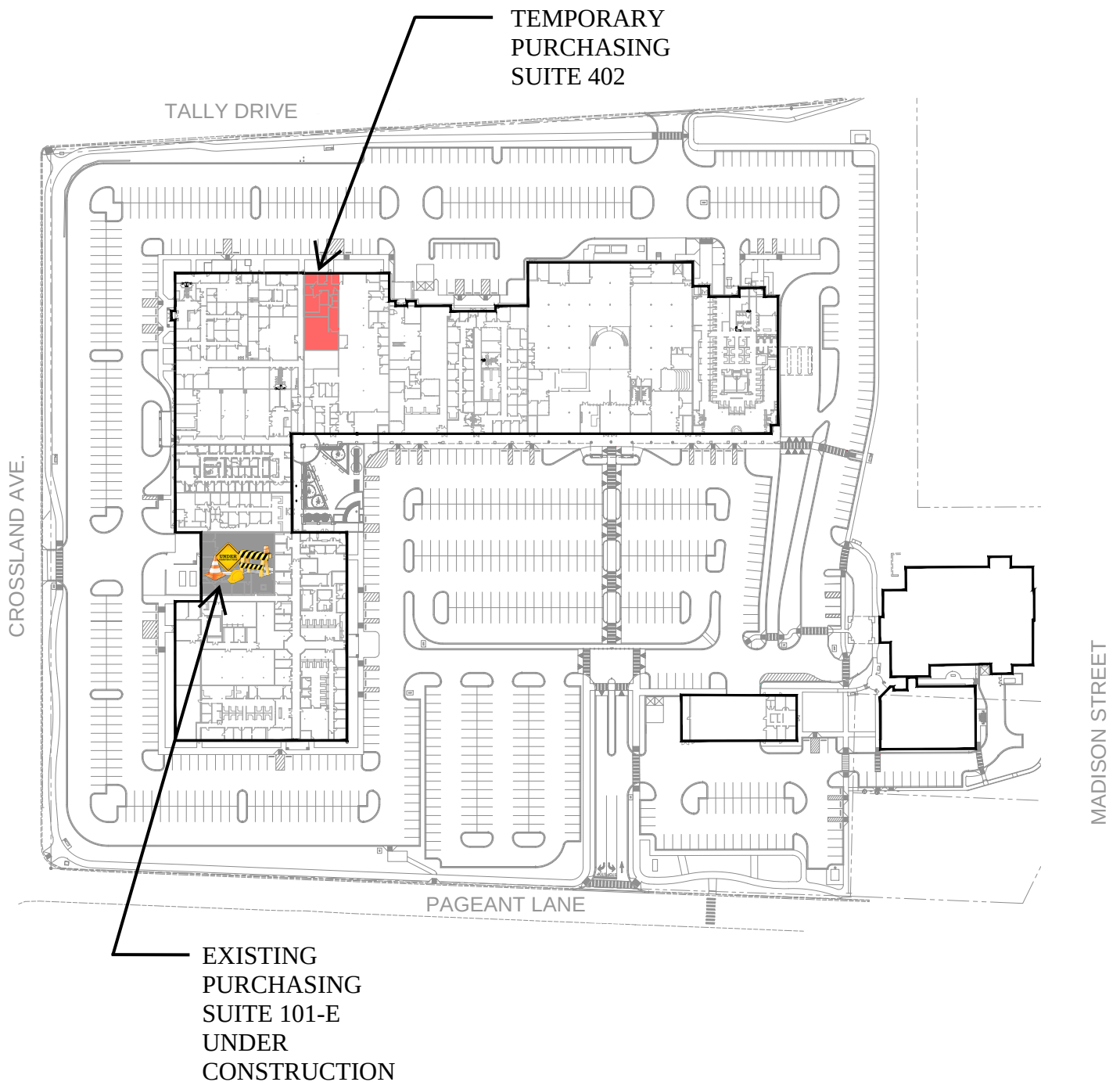
All proposals must be in a sealed envelope (unless submitted online) and provide the following information: the vendor's name, address, and the words "Bid – Hazardous Foam Disposal".

No Proposer may withdraw their proposal for sixty (60) days following the proposal deadline. The right to reject any or all proposals and to wave technicalities is reserved by the owner.

MAP TO BID OPENING

Bids delivered by hand will be received at Montgomery County Purchasing at 350 Pageant Lane, Clarksville, TN 37040 in TEMPORARY SUITE 402.

Refer to Instructions to Bidders for Bids sent via mail or email.



**BID INVITATION INSTRUCTIONS
(READ CAREFULLY)**

(1) ALTERATIONS- Any alterations, additions or omissions of required information, changes of the specifications or BID schedule, are at the risk of the vendor and may result in the rejection of the bid, unless the approver authorizes such changes.

(2) BIDS - All bids must be typed or written legibly in ink. **Vendors, verify bids before submission. No bid may be withdrawn or changed after the official opening.** Any mention of a specific make, model or brand is strictly for the purpose of comparison of character and quality of product being sought. All alternates will be reviewed and considered in comparison to request. This bid may be awarded in whole or in part to one or more bidders.

(3) DELIVERIES- Montgomery County Government assumes no liability for merchandise or other materials delivered without written order of the purchasing director.

(4) RESPONSIBLE VENDORS- Failure of a vendor to execute a purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future business.

(5) PROPOSING FIRM- The agent of the proposing firm hereby certifies to the best of his knowledge and belief that this bid/proposal submitted to Montgomery County has not been prepared in collusion with any other seller of similar products. The prices, terms and conditions of said bid/proposal have not been communicated by the undersigned nor by any employee or agent of the proposing firm to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal. The affiant further states that no official or employee of Montgomery County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

(6) IMPORTANT- To be acceptable, all bid/proposals must be on the correct form, and each such bid/proposal must be addressed and delivered to the Purchasing Director, Montgomery County, Tennessee, prior to the Bid/Proposal opening. Bid/Proposal envelopes must be **sealed** and **clearly** indicate the words, "BID – Hazardous Foam Disposal". Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to the Temporary Purchasing Office at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Map included. Such bids/proposals delivered to other persons, locations, or on another form will not be acceptable. Electronic is an acceptable submission method via Bonfire. Vendor may register on Bonfire at www.montgomerytn.gov/purchasing to view and respond to open bids. All bids must be received before the deadline.

All vendors awarded contracts agree to the terms and conditions herein set forth.

The Purchasing Director reserves the right to reject any or all bids.

Elizabeth L. Black
Purchasing Director
Telephone: (931) 648-5720
elblack@mcqtn.net

**REQUEST FOR BID
Hazardous Foam Disposal
Montgomery County Government**

1. PURPOSE:

The Montgomery County Fire Services is seeking a vendor to remove and properly dispose of hazardous PFAS-based firefighter foam in various size buckets and totes.

2. TIMELINE:

Release of Bid – Wednesday, July 30, 2025.

Deadline for Questions – Wednesday, August 6, 2025, at 10 a.m. CST. All questions must be submitted in writing to Elizabeth Black, Purchasing Director at mocobids@mcgtn.net.

Answers Provided – Friday, August 8, 2025

Bid Deadline/Opening – Wednesday, Aug 13, 2025, at 10:00 a.m. CST

Bids submitted after the deadline will not be opened. Bids must be sealed and may be mailed, or hand delivered to the Montgomery County Purchasing Department. Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Bids should include all necessary documents and have the name of the proposer and the words “Bid – Hazardous Foam Disposal” on the outside of the envelope. Proposals may also be electronically submitted via Bonfire. Vendors may register on Bonfire at www.montgomerytn.gov/purchasing to view and respond to open bids. All proposals must be received by the deadline.

Vendors must guarantee that all information included in the bid will remain valid for a period of at least sixty (60) days from the date of the bid/proposal opening to allow for evaluation of all bids. Bids/proposals may be withdrawn at any time up until the time of opening. A withdrawn bid/proposal may be resubmitted up to the time designated for the receipt of bid/proposals provided it fully conforms to the same general terms and requirements.

Montgomery County is not responsible for any costs incurred by any vendor pursuant to the bid/RFP process. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its bid/proposal. Montgomery County does reserve the right to reject any and all bids.

3. TERM:

It is the intent of Montgomery County that the selected vendor removes and properly disposes of all hazardous foam within 60 days of bid award. Proof that foam was properly disposed of is required.

4. ADDENDA:

The Bidder acknowledges that they have received the following Addendum. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid.

Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____

5. SPECIFICATIONS:

On December 20, 2019, Congress passed the National Defense Authorization Act ("NDAA") which required the Department of Defense ("DOD") to stop purchasing PFAS-based firefighting foams by October 1, 2023, and stop using them completely by October 1, 2025.

Montgomery County Fire Service has some of this foam, mostly AFFF, from various companies that needs to be removed from storage and disposed of properly.

We have approximately 178 each of 5-gallon buckets and 5 of the 330-gallon totes.

The foam is located in storage located at 1312 Highway 48, Clarksville, TN 37040.

Request for bid to pick up all of the banned foam and dispose of properly. Acknowledgement of proper disposal shall be provided in writing within 30 days of disposal.

Cost Proposal

Proposed cost to remove foam and properly dispose: _____

Name of Company: _____

Authorized Rep Name (Printed): _____

(Above person must be authorized to quote bid pricing)

Signature of Authorized Rep: _____

Date: _____



Montgomery County Government

Purchasing

Elizabeth L Black
Purchasing Director

350 Pageant Lane
Suite 101-E
Clarksville, Tennessee 37041

Phone: (931) 648-5720
elblack@mcgtn.net

IRAN DIVESTMENT ACT Certification of Non-inclusion

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106,%20Iran%20Divestment%20Act-July.pdf)

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 T.C.A. 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
<i>Printed Name and Title of Person Signing</i>	



Montgomery County Government

Purchasing

Elizabeth L. Black
Purchasing Director

350 Pageant Lane
Suite 101-E
Clarksville, Tennessee 37041

Phone: (931) 648-5720
elblack@mcgtn.net

Non-Boycott of Israel Act TCA 12-4-1

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. In the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. **Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.**

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee

Date

Organization Name

Address

Phone



Montgomery County Government Purchasing

Elizabeth L. Black
Purchasing Agent

Phone: (931) 648-5720
elblack@mcgtn.net

350 Pageant Ln.
Suite 101-E
Clarksville, TN 37040

Contract Number

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

Please Print:

Contractor's Name

Street Address

City

State

Zip Code

Contractor's Phone Number

I, _____, hereby agree to abide by the
aforementioned non-discrimination statement and included Title VI regulations.

Signature

Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type (please check all that apply):

- ☐ Woman-Owned Business
- ☐ Woman Minority-Owned Business
- ☐ African American-Owned Business
- ☐ Native American-Owned Business
- ☐ Hispanic-Owned Business
- ☐ Asian-Owned Business
- ☐ Veteran-Owned Business
- ☐ Business Owned by a Person with a Disability
- ☐ Other Option : _____



PURCHASING

Elizabeth L Black
Purchasing Director

350 Pageant Lane, Suite 101-E
Clarksville, Tennessee 37041

Email: elblack@mcgtn.net
Phone: (931) 648-5720

Prohibited Contract Clauses or Provisions

Montgomery County is not allowed to waive or limit liability, nor waive or limit the legal rights it would have under existing law to recover its losses under Tennessee law by contract. Powers to do so simply are not granted by the State to a county. In part, it is impermissible for counties to agree to limitations on liability and indemnification clauses because it appropriates money and nullifies governmental immunity without the consent of the legislature. Unless there is a specific statute that allows a county to waive or allow a limitation on liability and indemnification clauses, it cannot agree to such terms. The general existing applicable law regarding duties and liability cannot be waived.

Generally, contract clauses in derogation of the County's prohibitions are found in the list below and are not acceptable.

- Provisions requiring the County to pay taxes that we are exempt from paying under Tennessee law.
- Provisions requiring the County to pay cancellation fees, incidental or consequential damages, or punitive or exemplary damages. County is liable for actual damages only.
- Provisions requiring the County to pay punitive damages, attorney fees, collection costs, or costs of litigation .
- Provisions requiring the County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the County's credit (Tenn. Const. I, § 17; Tenn. Const. art. II, § 31).
- Provisions requiring the County to insure, guarantee, or indemnify or hold harmless the Vendor or any party from claims which may arise out of the Agreement or be brought by third parties (OAG 93-1, OAG No. 99-095, OAG 04-065).
- Provisions that limit or cap the total liability of any other party.
- Provisions requiring the County to purchase or obtain liability, property, or other insurance or a performance bond. The County self-insures its exposures in general liability.

- Provisions designating the governing law of a state other than Tennessee.
- Provisions designating the Venue for any claim brought against the County other than Tennessee.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*). Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503).
- Provisions providing for a limitation of time in which the County may bring suit (T.C.A. § 28-1-113).
- Provisions limiting the Vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles.
- Provisions that simply attempt to restate the existing law.

The above is not an exhaustive list. Different contract clauses may set out prohibited duties and rights, and/or limitations/waivers differently.

All proposed contracts for Montgomery County's review must be delivered as a WORD document for use to exchange suggested revisions.