

**Weakley County, Tennessee
Invitation to Bid
RFP #2021-07**

The Weakley County, Tennessee Department of Finance will be accepting bids on the following:

Solid Waste Collection and Disposal for Rural Weakley County

Information can be obtained from the Department of Finance, 8319 Highway 22, Suite B, Dresden, TN 38225, between the hours of 8:00 A.M. and 4:00 P.M. or online at www.weakleycountyttn.gov.

Bids will be accepted **until 3:00 P.M., November 18, 2020**. Bids received after this time will be deemed late and will not be considered.

Bids must be sealed and marked on the outside of the envelope:

“SEALED RFP #2021-07, RURAL SOLID WASTE COLLECTION & DISPOSAL”

Nothing herein is intended to exclude any responsible vendor, his or her product or service, or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to offer a proposal. Weakley County is compliant with Title VI of the 1964 Civil Rights Act and as a result, does not discriminate on the grounds of race, creed, national origin or gender.

Bids may be hand delivered or mailed to:

**John H. Liggett
Director of Finance
Weakley County, Tennessee
8319 Highway 22, Suite B
Dresden, TN 38225**

Any questions concerning the bid should be directed to John Liggett, Director of Finance (731-364-5429).

**WEAKLEY COUNTY
RFP INFORMATION
RFP #2021-07**

Solid Waste Collection and Disposal Collector's Contract

The work for which proposals are requested consists of providing a comprehensive collection, transportation, and disposal system of solid waste from curb, alleyway, or any otherwise designated point of pickup, for residences within the county limits of the Weakley County, Tennessee. The County will entertain proposals for a three (3) year contract.

Sealed proposals will be received in the office of the Director of Finance until 3:00 P.M. Central Standard Time on November 18, 2020. RFP's will be opened at the Weakley County Department of Finance on the same date at 3:30 P.M.

The Proposing Contractor should demonstrate a thorough knowledge of EPA solid waste requirements. Each proposal will be evaluated against on the following criteria in descending order of importance:

- Past performance on similar contracts (Experience) - Strong consideration will be given to respondents who have successfully executed similar services to this proposed service. Please provide both relevant corporate and/or individual experience on other projects of the same nature as this service during the past two (2) years. Also provide the names and telephone numbers on contracts where services have been provided.
- Capacity to comply with the requirements - The Proposing Contractor will need to provide in the proposal their capacity (manpower and equipment) to meet the requirements of the specifications. This shall include an organizational chart depicting the project team, organizational structure, and the overall approach to management and supervision of the team.
- Financial statement - The Contractor must provide documentation showing the company's financial ability to carry out the proposal. The financial ability of the respondent to execute the work contemplated in the proposal is important to the County. Include compiled financial statements or any other financial information for the past three-year period that will enable the County to ascertain this. It is incumbent upon the respondents to demonstrate their ability to bond, insure, and finance the work contemplated in their proposal for the entire contract period.
- Rate Schedules - Exhibits A of the detailed requirements.
- Alternates - The County will entertain alternate solutions for the solid waste collection and disposal if it benefits the County and its residents.

All proposals must contain a cover letter stating that all information provided in the proposal is accurate (correct) as of the date the proposal is submitted. The cover letter must be signed by the authorized agent of the Contractor.

Weakley County reserves the right to accept any RFP, and to reject any and all RFP's, or to negotiate contract terms with the various bidders, when such is deemed by the County to be in its best interests.

**WEAKLEY COUNTY, TENNESSEE
REQUEST FOR PROPOSAL
RFP #2021-07**

INTENT AND PURPOSE

The general intent and purpose of Weakley County is to provide a comprehensive collection, transportation, and disposal system of solid waste from curb, mailbox, or any otherwise designated point of pickup, for residences within the Weakley County limits. The entity awarded the contract will hereinafter be called the "Contractor."

The contractor will be required to provide 90-gallon roller cart containers as noted in Exhibit C. This cost should be accounted for in the monthly rate.

The RFP is a subscription-based only contract for rural Weakley County residents.

SERVICE AREA

Weakley County, Tennessee, excluding the corporate limits of any municipality providing solid waste collection services, either directly or by private contractual agreement.

MINIMUM SPECIFICATIONS

Each section included in this package (including Exhibits) describes the services the County believes to be necessary to meet the performance requirements of the County, and shall be considered the minimum standards expected of the Contractor. The Contractor must submit completed Exhibit A in the submitted proposal.

The specifications are not intended to exclude potential Contractors. Proposals may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed, and a justification for each shall be stated.

If the contractor is unable to meet any of the specifications contained herein, they shall list separately all requested deviations from the specifications.

COLLECTOR'S CONTRACT

The County may enter into a contract with a solid waste collector for collection and disposal of solid waste as follows:

- A. The scope of work to be performed includes furnishing all labor, tools, equipment and materials, supplies, and services necessary to satisfactorily provide mailbox collection once per week of up to seven 40-gallon bags or one 90-gallon cart of solid waste from residential and small commercial customers within the service area. Contractor shall transport said solid waste to the designated disposal location and perform all work and services according to the contract in strict

accordance with the laws and regulations of the State of Tennessee and in accordance with this contract.

- B. Said collector's contract shall further provide that the contractor shall not permit garbage, refuse, bulky waste, and ashes to be placed or scattered upon any public or private street alley, drive or other public place.
- C. Collection of up to seven 40-gallon bags or one 90-gallon cart residential solid waste customers placed within ten feet of the edge of the public roadway shall be picked up by Contractor.
- D. The service area shall consist of Weakley County, Tennessee, excluding the corporate limits of any municipality providing solid waste collection services either directly or indirectly by private contractual agreement.
- E. The successful contractor will be required to direct bill each rural Weakley County customer.

The County reserves the right to make inspection and request correction of any condition involved.

COMPLAINTS

The Contractor shall furnish sufficient personnel and listed local telephone number(s), or a toll-free (800, 888, or 877) number, to handle complaints from the public pertaining to the services the contractor obligates themselves to furnish. All reasonable and valid complaints shall be acted upon within twenty-four (24) hours by the Contractor, unless other arrangements are made with the complainant(s).

ASSIGNMENT AND SUBLETTING OF CONTRACT

The contract between the authorized collector and the County is not transferable or assignable, in whole or in part, without the written consent of all parties. The Contractor shall not assign the contract in whole or in part, or sublet the contract in whole or in part without the express written consent of the Weakley County Director of Finance. Such consent does not release the Contractor from any of his obligations and liabilities under the Contractor. Any violations of these specifications shall be sufficient cause for the immediate cancellation of the Contract.

WORKMEN'S COMPENSATION

Workmen's Compensation, in compliance with the laws of the State of Tennessee, is deemed a part of this Contract.

INDEMNITY AND INSURANCE

The Contractor shall provide insurance, affording coverage to the County where appropriate, and shall include general public liability and property damage insurance and compensation. Insurance certificates evidencing the issuance of such insurance,

addressed to the County shall be filed with the Director of Finance within ten (10) days after the date of the signing of the contract.

The Contractor shall be an Independent Contractor and shall indemnify, defend, save, and hold harmless the County, individually and collectively, all of its executives, representatives, elected officials, officers, agents, employees, successors, and assigns, jointly and severally of and from all manner of liability, losses, expenses, demands, taxes, suits, action(s), payments, costs, charges, damages, lawsuits, proceedings, judgments, or claims, including workers' compensation claims, of any nature whatsoever, including reasonable attorney's fees and costs of defense, on the account of any injury to, or death of, its employees, or injury to, or death of any other person, or damage to, or injury on real estate, or personal property, in any way resulting from, arising out of or in connection with, or pursuant to the contract, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the County, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

INSURANCE CERTIFICATES

All insurance certificates are required to name both Weakley County, Tennessee, and the Weakley County School Board as Additional Insured. A Waiver of Subrogation for Workers Compensation coverage is to be issued to the benefit of Weakley County, Tennessee.

Insurance coverage under this section shall meet or exceed the following limits.

- Workers Compensation:
Applicable Federal and State Statutory
Employer's Liability \$1,000,000

- Comprehensive General Liability and Professional Liability, including Products and Completed Operations, Broad Form Property Damage Liability, Contractual Personal Injury, and XCU Coverage (if applicable):

Bodily Injury Limits of: \$1,000,000

Annual Aggregate of: \$1,000,000

- Automobile Liability to include Owned, Non-owned and Hired:

Bodily Injury and Property Damage

Combined Single Limit \$1,000,000

- Excess Limits Liability:

Policy (Umbrella) \$1,000,000

Furnish one (1) original and one (1) copy of Certificates of Insurance evidencing the required coverage. The Certificates must include the provisions that the owner shall be notified of any changes, deletions or cancellation of coverage within thirty (30) days of such action.

ACCIDENTS: PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations, and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

DAMAGE

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from negligent operation of vehicles or careless handling of any receptacle.

All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to, waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no additional charge to the property owner.

TERM OF CONTRACT

The Contract shall be for a period of three (3) years.

The basic price of this bid shall remain constant for the three-year contract period. The base price may not be increased for any reason, including, but not limited to, increases for cost of living (utilizing the Bureau of Labor Statistics Consumer Price Index), landfill price increases, or increases in fuel costs or environmental fees and taxes.

The monthly rate shall be based on the schedule set forth in the Proposal accepted by the County (Exhibit A).

**WEAKLEY COUNTY, TENNESSEE
REQUEST FOR PROPOSAL
RFP #2021-07**

EXHIBIT A

RESIDENTIAL RATE SCHEDULE

The monthly rate shall be based on the following schedule:

1. Rate to pick up one (1) time per week per residence (per month)

<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>

2. Rate to pick up one (1) time per week per Senior Adult residence (60 years old) (per month)

<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>

**WEAKLEY COUNTY, TENNESSEE
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EXHIBIT B

SOLID WASTE CONTAINER FEE SCHEDULE

There is an approximate number of solid waste containers for residential and commercial property. These numbers are shown for help in determining a rate schedule. The number and size of containers may vary.

Residential

The following roll carts are collected from one time per week.

1 roll cart per residence -

2 roll carts per residence -

BIDDER CERTIFICATION

The Director of Finance requests, as a matter of policy, that any consultant or firm receiving a contract or award resulting from this Request for Sealed Bid issued by the County of Weakley, Tennessee, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no members of the elected governing body of Weakley County or member of his or her immediate family, including spouse, parents or children or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a Request for Proposal.

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Weakley County government to provide construction services, hereby state 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. Section 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. Section 50-9-113.

Further affiant saith not.

Principal Officer

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

WEAKLEY COUNTY IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments, including Weakley County, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List").

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with Weakley County.

Pursuant to the Act, any BIDDER that attempts to contract with Weakley County must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made, where the BIDDER fails to submit a signed and verified Bidder's Certification.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Tenn. Code Ann. § 12-12-101 et seq.

Comes _____ (Printed name of Principal Officer of
Company), for and on behalf of _____, (the "Company") and,
after being duly authorized by the Company so to do, makes oath that:

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 the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____,
20____.

_____ Notary Public

My Commission Expires: _____