

Invitation to Bid
20170613-CO-3

WASTE REMOVAL SERVICES SUMNER COUNTY GOVERNMENT

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for WASTE REMOVAL SERVICES FOR SUMNER COUNTY until 2:00 P.M. CST June 13, 2017. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Kim Ark at 615-452-3604. All proposals are subject to the Board of Education's conditions and specifications which are available from Janice Wright, Purchasing Coordinator (615) 451-6569. All bids can be viewed online at www.sumnerschools.org and www.sumnertn.org.

PROPOSAL REQUEST

Bid # 20170613-CO-3

WASTE REMOVAL SERVICES

For
SUMNER COUNTY GOVERNMENT



SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE

Advertisement Date: May 28, 2017

Deadline: June 13, 2017 at 2:00 pm

Introduction

Sumner County Government is hereby requesting a proposal for WASTE REMOVAL SERVICES for the following location addresses:

1. Sumner County Administration Building, 355 North Belvedere Drive, Gallatin, Tennessee 37066
2. Sumner County Sheriff's Office/Jail/Criminal Justice Center, 117 West Smith Street, Gallatin, Tennessee 37066
3. Sumner County Range-Training Facility, 501 Odoms Bend Road, Gallatin, Tennessee, 37066
4. Sumner County EMS/EMA/911/ECC, located at 255 Airport Road, Gallatin, Tennessee, 37066
5. Sumner County Animal Control, located at 1033 Union School Road, Gallatin, Tennessee, 37066
6. Hendersonville Clerk's Office, located at 114 Dunn Street, Hendersonville, Tennessee 37075
7. Sumner County Sheriff's Office Training Facility Cairo – 1099 Cairo Road, Gallatin, Tennessee 37066
8. Sumner County Juvenile Court – 225 East Main Street, Gallatin, Tennessee 37066

See specific proposal requirements in section XXII.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License is required to be eligible to bid
- You must be licensed in your respective field at the time you bid and evidence of such compliance must be included in the bid or it may be rejected
- Evidence of compliance with the Sumner County Government's Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

The license requirements stated above applies to **every** requested project and to **all** bid responders, and shall include the following information on the outside of the bid envelope.

- 1) Name of company and principal owner, business license number, expiration date, and license classification
- 2) In addition to item (1) the same is applicable to masonry contractors if the work performed > \$100,000.00
- 3) In addition to item (1) the same is applicable to HVAC, electrical, plumbing, or A/C contractors if the work performed > \$25,000.00
- 4) In addition to item (1) the same is applicable plus the department of environment and

conservation license number and classification, applicable to geothermal contractors if the work performed is > \$25,000.00

- 5) If the prime contractor performs the masonry portion of the project, or any of the above listed contractor skill sets, and the work performed > \$100,000.00, it must be so designated
- 6) Only one (1) contractor in each classification listed shall be written on the bid envelope

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County Finance Department. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the elected official or department head shall forward a completed form W -9 to the finance department. It can be obtained from the finance department, Sumner County's web site, or the Internal Revenue Service's website at www.irs.gov.
2. To comply with the **Tennessee Lawful Employment Act**, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents.
 - Valid Tennessee driver license or photo ID issued by department of safety
 - Valid out-of-state driver license
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad
 - Report of birth abroad of a U.S. citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section "proposal requirements" or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County Government considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at purchasing@sumnertn.org, of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the Sumner County website (<http://www.sumnertn.org/>) under “Bids

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of **90 days** from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

Sumner County Government is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on Sumner County properties. There will be no exceptions to the insurance requirement.

VII. Bond Requirements

Per State statute, Sumner County requires a performance bond, or bank letter of credit, for any **construction** projects that exceed \$25,000 upon bid award.

VIII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and Sumner County’s approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person.

IX. Deadline

Sealed proposals will be accepted until **TUESDAY, JUNE 13, 2017 at 2:00pm**. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at 2:00 P.M. CST.

X. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

XI. Package

The package containing the proposal must be sealed and clearly **marked “WASTE REMOVAL SERVICES PROPOSAL AND DO NOT OPEN”** on the outside of the package.

Reponses must be hand delivered or mailed to the following address:

Sumner County Board of Education
1500 Airport Road
Gallatin, TN 37066
Attn: Purchasing Supervisor

XII. Right to Seek a New Proposal

Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

XIII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIV. Discussions

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XV. Open Records

After the bid is awarded, all proposals will be subject to the provisions of the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the Sumner County website at <http://www.sumnertn.org/> under “Bids” link.

XVI. Assignment

Neither the vendor nor Sumner County may assign this agreement without prior written consent of the other party.

XVII. Liabilities

The vendor shall indemnify Sumner County Government against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County Government has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVIII. Tax Status

Sumner County is tax exempt.

XIX. Invoicing

Invoices are to be submitted to:

Sumner County Government
Attn: Jaime Muncy
355 North Belvedere Drive
Room 102
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

XX. Contract Nullification

Sumner County Government may, at any time, nullify the agreement if, in the judgment of Sumner County Government, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County Government.

XXI. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee. Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

XXII. Specific Proposal Requirement Details

Sumner County Government is hereby requesting a proposal for WASTE REMOVAL SERVICES for the following locations listed below. The following requirements, includes, but not limited to the following information. Any alternative recommendations to the following may be so noted and priced separately. Respondent shall itemize pricing per location. Respondent shall provide pricing for year 1, 2, and 3 with itemized monthly flat rates per location.

The locations and requirements are:

(Addresses for each location are listed under Introduction section)

LOCATION	CONTAINER AMOUNT & SIZE	FREQUENCY & PREFERRED PICKUPS
Sumner County Administration Building	(1) 8 yard	2 x per week Tues., Fri.
Sumner County Sheriff's Building/Jail/Criminal Justice Center	(2) 8 yard	4 x per week Mon., Tues., Thur., Sat.
Sumner County Range-Training Facility	(1) 8 yard	1 x per week Thur.
Sumner County EMS/EMA/911/ECC	(1) 8 yard	3 x per week Mon., Wed., Fri.
Sumner County Animal Control	(1) 8 yard	1 x per week Wed.
Sumner County Hendersonville Clerk's Office	(1) 4 yard	1 x per week Mon.
Sumner County Sheriff's Training Facility Cairo	(1) 8 yard	1 x per week Tues.
Sumner County Juvenile Court	(1) 8 yard	1 x per week Thur.

Rates:

Containers must be placed at sites as specified by Sumner County. Weekly trash removal date(s) must be mutually agreed to by Sumner County and the service provider. The containers must be rodent resistant. Each container must be painted and in good condition. All containers must be rinsed and sanitized as necessary. If the container becomes damaged, the contractor must repair or replace upon knowledge of such condition. Any container that becomes unfit for refuse storage, or loses its protection against rodents, shall be replaced at no cost to the County.

For collection, transporting, processing and disposal services required to be performed, the charges shall not exceed the rates as fixed by the contract documents. Respondent shall provide pricing per a flat, uniform rate itemized pricing per location. All regulatory fees, environmental fees, fuel charges and any other fees shall be included in flat monthly rate per location in bid submittal. The waste removal services shall be invoiced monthly per location following completion of services. Should additional containers be required at a later date, they shall be provided at a cost per container per month as bid.

Respondent shall include pricing for one, two, and three year agreements with monthly flat, uniform rates itemized pricing per location. Please contact Kim Ark at the County Executive's office at 615-452-3604 for questions regarding scope of work.

Modification to Rates:

The fees which are established by contract shall not be changed during the life of the contract. Prices are to be set for the proposed term & cannot increase. Price adjustments will be allowed by mutual agreement on the basis of unusual changes in contractor's cost of operation based on revised laws only, mutual agreement is required.

It is the responsibility of each respondent to this request, to verify the scope of work as a basis of the proposal. All respondents to this request shall be responsible for any errors or omissions.

List of Job References:

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

XXII. Termination of Agreement

Either party to this agreement shall have the right to terminate this agreement upon a 30 day written notice. Both parties shall be liable for payments or services due prior to the date of termination, but no further fees shall be due or payable after the notice of termination is received.

SUMNER COUNTY BOARD OF EDUCATION

Purchasing Department
1500 Airport Road
Gallatin, TN 37066

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

AUTHORIZED COMPANY
REPRESENTATIVE _____ *SIGNATURE*

AUTHORIZED COMPANY
REPRESENTATIVE _____ *PRINTED*

DATE _____

BID TITLE 20170613-CO-3 Waste Removal Services

DEADLINE June 13, 2017 @ 2:00 p.m. Local time

BID AMOUNT \$ _____

BID GOOD THRU _____

NOTES: _____

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

Address _____

Phone _____

Fax _____

Respondent (Signature) _____

Respondent (Print Name and Title) _____

Authorized Company Official (Print Name) _____

ATTACHMENT 2

DRUG-FREE WORKPLACE

Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____
COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County, TN to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.

3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

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

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it

A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;

B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ Title

_____ Name

_____ Date

_____ Witness