



Robertson County Tennessee  
*Jody Stewart, Finance Director*  
*Finance Department*  
523 South Brown Street, Springfield, TN 37172  
(615) 384-0202 Fax (615) 384-0237

POST DATE: **3/22/2018**

**Solid Waste Collection, Transportation & Disposal Service**

Sealed bids must be received by: **4/10/2018 at 10:00 AM**

Robertson County Finance Office  
523 South Brown Street  
Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1385 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."**

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Korey Drake Hoover, Director, Robertson County Sanitation at (615)384-0683. For assistance with bid procedures contact , Robertson County Finance Office at (615) 384-0202 or by email: .

**Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.**

**Request for Proposals  
for  
Solid Waste Collection, Transportation & Disposal Service**

**for  
Robertson County, Tennessee**

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## **SECTION 1. INSTRUCTION TO PROPOSERS**

### **1.1 PROPOSAL SUBMITTAL**

Robertson County Government will receive Proposals for Solid Waste Collection, Transfer & Disposal Service until 10:00 AM CDST on April 10<sup>th</sup>, 2018. All proposals must be sealed in envelopes and addressed to:

**Robertson County Finance Department  
523 S. Brown Street  
Springfield, TN 37172**

All proposals must be plainly marked, "Proposal for Solid Waste Collection, Transfer & Disposal Service." **Proposers must submit one (1) copy and one (1) original of the Proposal. No faxed or emailed proposals will be accepted.**

Proposals must be made on the Proposal Form and in accordance with the Instructions to Proposers and the General Specifications furnished by the County in this Request for Proposals. A copy of the Proposal Form(s) is attached hereto. An award, if made, will be made to the successful proposer whose Proposal is most advantageous for the County. The County reserves the right to accept or reject any and all proposals.

**Proposals received after the deadline will be returned unopened.**

### **1.2 PRICES**

The proposers shall submit unit prices as indicated on the Proposal Form. The quantities listed on the Proposal Form are for the purposes of comparison and evaluation of proposals.

### **1.3 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written or telegraphic request received from proposers prior to the time fixed for opening. Requests for withdrawal of proposals must be signed by the person authorized to sign for the company.

### **1.4 PRE-AWARD COSTS**

This Request for Proposals does not commit the County to pay any costs incurred or associated with the development, preparation, review, submission, and/or presentation of the proposals submitted by the proposer. All costs incurred by the proposer in responding to this request are the responsibility of the proposer.

### **1.5 RIGHT TO ACCEPT/REJECT PROPOSALS**

The County reserves the right to reject any proposals if investigation of the proposer fails to satisfy the County that such a proposer is properly qualified to carry out the obligations and to complete the work contemplated therein. A proposal may be rejected if it shows serious omissions, alterations in form,

additions not called for, conditions or unauthorized alternates, or irregularities of any kind. **The County reserves the right to reject any or all proposals for any reason and to waive any technical errors as may be deemed best for the interests of the County.**

## **1.6 INSURANCE**

Robertson County requires that the Contractor obtain and maintain the following minimum amounts of coverage in full force and effect for as long as is necessary to fund the Contractors indemnification and defense obligation. These limits are subject to adjustments annually due to inflation and changes in legal limits. If extraordinary factors change the limits, which materially change the cost to the contractor (**more than 3% in one year**), then special considerations to the unit price will be negotiated.

**1.6.1** A comprehensive general liability insurance policy, specifically endorsed to include coverage for completed operations, contractual liability independent Contractors, and broad form property damage. Said policy of insurance to have a minimum limit **2 million dollars** per occurrence combined single limit for bodily injury (including death) and property damage;

**1.6.2** An automobile liability insurance policy covering owned, non-owned, and hired vehicles. Said policy of insurance to have a minimum limit of **1 million dollars** per occurrence combined single limit for bodily injury (including death) and property damage;

**1.6.3** A workers' compensation and employers liability insurance policy with the statutory limit of workers compensation and a limit of **\$500,000** per accident or employer liability.

**1.6.4** Notice of cancellation, non-renewal or material change in coverage shall be provided to the County at least **30** days prior to action.

**1.6.5** The County shall be named as Additional Insured on all policies except Worker's Compensation. The proposer shall provide evidence of insurability in the Proposal.

## **1.7 INFORMATION NOT GUARANTEED**

Information given in the Request for Proposals relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the proposer, and the proposer should use his/her own judgment and prerogatives in evaluating, checking and verifying the information provided. **The County can make no guarantees and representations that the current estimated daily and annual tonnages would continue in the future.**

## **1.8 RIGHT TO INSPECT - COUNTY**

The County reserves the right to inspect the disposal site(s) designated by the proposer before and after award of the proposal and to employ or assign an authorized representative to inspect the work performed or being performed by the successful proposer.

### **SITE INSPECTION - PROPOSER**

Before submitting the proposal, each proposer is encouraged to inspect the area(s) of the proposed service to arrive at a clear understanding of the conditions under which the work is to be done. (ex. Pit/loading area)

## **1.9 EVALUATION CRITERIA**

All proposals submitted on time will be reviewed and considered. Proposal selection will be based upon, but not limited to, the following considerations:

Understanding the scope of work

Cost factors

Prior experience with the same type of project

Expertise of key project team members

## **SECTION 2. GENERAL SPECIFICATIONS**

### **2.1 BACKGROUND**

In the fiscal year 7/1/2016-6/30/2017, the total amount of solid waste collected from the County Transfer Station was approximately **53,600 tons**. Estimates were based on an inventory of monthly disposal records. The total annual tons will vary according to month and season.

### **2.2 SCOPE OF SERVICES**

#### **2.2.1 Intent and Purpose**

The County is requesting proposals for:

- The unit price for the transportation and disposal of solid waste in a designated and permitted Class I Landfill. All waste will be collected from the **Robertson County Transfer Station**.

Once the waste is accepted by the successful proposer, it is the responsibility of the proposer to transport and dispose the waste in the permitted Class I Landfill facility designated in the proposal or by the County.

The price per ton proposed will include any processing and transportation necessary for the disposal of waste accepted. All additional fees, surcharges,

and taxes must be identified in the proposal in the price per ton quoted by the proposer on the form provided in this Request for Proposal. The County reserves the right to make final contract negotiations with the successful bidder.

### **Collection and Disposal of Solid Waste**

The successful proposer shall be solely responsible for the transportation and disposal of solid waste collected at the Robertson County Transfer Station. The disposal facility identified by the proposer shall comply with all federal, state and local laws, ordinances and regulations, including the rules, regulations and guidelines promulgated and adopted by the Tennessee Solid Waste Control Board and the Tennessee Department of Environment and Conservation or the state agency having authority if other than Tennessee, and General Specifications of this Request for Proposals in operating the transport equipment and disposal facility.

### **Transportation Operations**

Contractor shall transport all County solid waste loaded into contractor's transportation equipment from the Transfer Station to the designated disposal site for disposal. The Contractor must provide enough trailers to ensure that the tipping floor is clean daily per State regulations. Contractor may provide extra trailers and yard dog to accommodate this requirement.

Contractor may not combine private solid waste with that of waste collected at the identified County Transfer Station.

Contractor shall at its sole expense, maintain and repair its transportation equipment, and all components thereof.

Contractor shall obtain and maintain all licenses, permits, authorizations, and approvals required for the collection and transportation of Robertson County solid waste to the disposal site.

**The County can make no guarantees and representations that the current estimated daily and annual tonnages will continue in the future.**

## **2.2.2 Experience and Qualifications**

At a minimum, each Proposal must include the following information:

1. A description of services to be provided which demonstrates an understanding of the Scope of Services necessary. This description should include the facility and equipment requirements necessary to provide the services proposed.

2. Demonstration that the proposer has the necessary qualifications, licenses, permits and experience to transport and dispose solid waste in the State of Tennessee.
3. A list of collection and disposal services provided by the proposer and any affiliates in the State of Tennessee. The list should include the following information:
  - a) Name transportation service and disposal site(s)
  - b) Site owner(s)
  - c) Capacity of each landfill
  - d) Average annual waste received
  - e) Starting date of Contractor's operations
  - f) Types of waste received
  - g) List of customers and a statement of permission to contact customers (in particular any county or municipal entities served)
4. A list of any complaints made against the company in the last three years or statement stating there have been no complaints.

#### **2.2.3 Expertise of Key Project Team Members**

At a minimum, each proposal must include the following information:

1. A list of key personnel who will be involved in the operation and management of the proposed project and their relevant experience. Resumes may be included.

#### **2.2.4 Solid Waste Facilities Operations**

**Hours of Operation** - Any time restrictions for accepting solid waste from the County shall be effective only upon the mutual agreement of the County and the Contractor.

**Holidays** - The Contractor shall specify holidays to be observed subject to the County's approval.

**Office** - The Contractor shall maintain an office or make other arrangements through which it can be contacted from (**specified time frame**) on regular collection days to handle complaints as needed.

**Service Delivery** - If the Contractor is unable to perform the duties under this proposal, The County will secure another service provider and the Contractor will be responsible for any costs incurred.



### **2.3 ASSIGNMENT OR SUBLETTING**

Neither the Contract nor any of the payments to become due under it shall be assigned in whole or in part by the Contractor, nor shall any part of the work be sublet by the Contractor, without the prior written consent of the Owner, and such consent shall not relieve the Contractor from full responsibility and liability for the work and for the due performance of all terms and conditions of the Contract.

### **2.4 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits required by the County and the State of Tennessee, and promptly pay all taxes required by the federal, state and/or county authorities. The successful proposer must have a current **(name)** County Business License.

### **2.5 PERFORMANCE BOND or IRREVOCABLE LETTER OF CREDIT**

The successful proposer will be required to furnish a performance and payment bond or other security in the amount of \$250,000 as a guarantee of performance. All proposals must contain a statement of the proposer's willingness to furnish such security.

### **2.6 UNIT PRICES QUOTED**

Prices quoted on the attached Proposal Form shall remain fixed for the Contract period or any renewal option. All additional fees shall be included in the unit price quoted.

### **2.7 PAYMENT AND REPORTING**

The successful proposer shall bill the County monthly for services rendered and submit reports to include the following information:

1. Date of collection and total number pounds and tons of waste transported and disposed daily
2. Total amount of pounds and tons collected and payment monthly. The County will only make payments on the amount of solid waste collected from the County Transfer Station.

### **2.8 CONTRACT TERMS**

The County will sign a contract with the successful proposer. All government contracts and contract renewals are subject to the availability and appropriation of funding for each fiscal year. Therefore, the contract shall be for one (1) year, beginning May 1, 2018 and continuing through April 30, 2019

with the option to renew the contract annually for up to five (5) additional years, for a total of six (6) consecutive years. Price bid shall remain constant for each consecutive renewal period of the contract.

**2.9 TERMINATION (Subject to Opinion of County Attorney)**

The Contract may be terminated with 60 days written notice for:

- (1) Failure to comply with the terms and conditions of the written Contract
- (2) Unsatisfactory performance of service as stated in the written Contract
- (3) Lack of adequate funding to cover service costs

**2.10 NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex age, creed, color, religion or national origin or any other legally protected classification.

**2.11 INDEMNITY (Subject to Opinion of County Attorney)**

The Contractor will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract.

In additions to the liability imposed on the Contractor on account of damage to property or personal injury, including death, arising through the operations under this contract, the Contractor agrees to indemnify and save harmless the County against any expense, liability or payment damage for property or personal injury, including death and injuries to the Contractor's employees, caused or in any manner arising from operations hereunder, including Contractor's use of County equipment or facilities.

**COMPANY AUTHORITY TO BID AFFIDAVIT**

The affiant states with respect to this Proposal to **Robertson** County, Tennessee:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing the contract which would be considered a bribe, conflict of interest, or other conduct which is prohibited under Tennessee law.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this Proposal, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this proposal, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the bid process.

I further recognize that **Robertson** County reserves the right to make its award for any reason considered advantageous to the County.

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

Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Type of business organization  
(Corporation, LLC, partnership, proprietorship) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

**PROPOSAL FORM**

**Please propose Collection, Transportation and Disposal services for solid waste (including special waste) from the Transfer Station drop-off location.**

**1.1.1 COLLECTION, TRANSPORTATION and DISPOSAL**

All government contracts and contract renewals are subject to the availability and appropriation of funding for each fiscal year. Therefore, the contract shall be for one (1) year, beginning May 1, 2018 and continuing through April 30, 2019 with the option to renew the contract annually for up to five (5) additional years, for a total of six (6) consecutive years. Contracted per ton shall remain constant for each consecutive renewal period of the contract based on the proposed price per ton submitted.

**Please enter a Price per Ton for Collection, Transportation and Disposal of Solid Waste (including special waste) for each year.**

Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
\$/Ton						

**1.1.2 CLASS I DISPOSAL SITE LOCATION:** \_\_\_\_\_

Disposal Site Address: \_\_\_\_\_

Disposal Site Owner: \_\_\_\_\_

**Proposer Name and Title** \_\_\_\_\_

**Proposer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Email Address** \_\_\_\_\_

The conditions and requirements are intended to be open and nonrestrictive for the sole purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the most responsible contractor.

**EXHIBIT C**

**SITE TO BE SERVICED:**

**ROBERTSON COUNTY SOLID WASTE DEPARTMENT  
TRANSFER STATION  
2916 W. COUNTY FARM RD.  
SPRINGFIELD, TN 37172**

Robertson County, Tennessee  
**NON-COLLUSION AFFIDAVIT**

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

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**Authorized Signature, Title (Owner/ Corporate Officer)** **Date**

**Printed Name:** \_\_\_\_\_

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

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

## EXHIBIT E

### PROPOSAL CHECKLIST:

#### Included with Proposal Submission:

- 1) Proposal Form      Yes\_\_\_\_ No\_\_\_\_
- 2) Company Authority to Bid Affidavit      Yes\_\_\_\_ No\_\_\_\_
- 3) Non-Collusion Affidavit    Yes\_\_\_\_ No\_\_\_\_
- 4) Statement of Proposer's Willingness to Supply Performance Bond      Yes\_\_\_\_ No\_\_\_\_
- 5) Description of Services including facility and equipment requirements    Yes\_\_\_\_ No\_\_\_\_
- 6) Proof of necessary licenses, permits and qualifications    Yes\_\_\_\_ No\_\_\_\_
- 7) List of collection, transportation and disposal services with necessary information  
Yes\_\_\_\_ No\_\_\_\_
- 8) List of Complaints      Yes\_\_\_\_ No\_\_\_\_
- 9) List of Key Personnel      Yes\_\_\_\_ No\_\_\_\_