



WILLIAMSON COUNTY GOVERNMENT

October 25, 2022

To Whom It May Concern:

Williamson County is accepting proposals for leachate hauling and treatment for the Solid Waste Department, 5750 Pinewood Road, Franklin, TN. Minimum specifications are enclosed. Please note any exceptions.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all proposals with exceptions noted, and all proposals will be given equal consideration.

A site visit prior to submitting a proposal is **MANDATORY**, and may be scheduled by contacting Mac Nolen, Director of the Solid Waste Department, (615) 790-0742. Proposals are due by December 1, 2022, 2:00 p.m. Proposals must be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **RFP: Leachate Hauling and Treatment, December 1, 2022, 2:00 p.m. Envelope must also include Proposer's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE PROPOSAL WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No proposal shall be valid unless signed.** No proposal shall be accepted by FAX machine or e-mail.

The successful proposer will be required to comply with contract, insurance and drug-free requirements. Sample contracts are draft only and terms can change at the discretion of the County. Enclosed is an *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Israel Boycott Affidavit, Fair Employment Affidavit, Drug Free Affidavit, Immigration Attestation Affidavit, and Business Tax and License Affidavit.* Please complete these documents and return them with your proposal.

If you have any questions, please e-mail leslie.mitchell@williamsoncounty-tn.gov. All questions must be submitted in writing by 4:30 p.m. CST on November 28, 2022. No addenda will be issued within 48 hours of the proposal opening date and time.

Sincerely,

Leslie Mitchell, NIGP-CPP, CPPO, CPPB
Purchasing Agent



**LEACHATE HAULING AND TREATMENT
WILLIAMSON COUNTY LANDFILL**

Request for Proposals

Written proposals and any subsequent information, including alternatives to be offered, should be submitted to Williamson County Government, 1320 West Main Street, Suite 125, Franklin, TN 37064, prior to 2:00 pm on December 1, 2022. Emailed and faxed proposals will not be accepted and, therefore, will not be considered.

Before submitting a proposal each proposer must **(a)** examine the Contract documents thoroughly; **(b)** visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work; **(c)** familiarize themselves with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work. Proposers assume the responsibility for carefully examining the request for proposal and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be furnished; understanding the requirements of the specifications, special provisions, and Contract. Submission of a proposal shall be considered conclusive evidence that the proposer has made such examination, understands the terms and conditions for the provision of services, and that the proposer's proposal is based on the proposer's understanding and examination.

The successful proposer must adequately furnish all labor, materials, tools, equipment, supplies, licenses, permits, and services necessary to, load, weigh at the Landfill, and transport the leachate in a complete and workmanlike manner in accordance with all local, state, and federal regulations, to a treatment facility licensed to accept the leachate and which is subcontracted with the hauling contractor.

The submitted proposal should include a completed Statement of Qualifications and Proposal Schedule, the Contract need not be included. Each proposer shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the work contemplated. Williamson County may investigate any proposer as it deems necessary to determine the ability of the proposer to perform the services/work. Williamson County reserves the right to reject any proposal if the proposer fails to satisfy to the County that the proposer is qualified to perform the work contemplated.

The proposal will be evaluated based on the Statement of Qualifications (60 points) and the Proposal Schedule (40 points).

Proposers must mark any information that they consider confidential when the proposal is submitted. However, Williamson County shall have the sole discretion to determine whether the marked information is considered confidential under the Tennessee Open Records Act.

Request for Proposals

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Proposals by a corporation must be executed in the corporate name by the president or a vice president (or other corporate officer) accompanied by evidence of authority to sign.

Proposals by partnership must be executed in the partnership name and signed by a partner whose name/title must appear under the signature.

All names/titles must be typed or printed below the signature.

It is the intention of the Williamson County Solid Waste Management Department to award the Contract for this work to a proposer with the skill and financial resources which are fully equal to the task of completing the work and fulfilling all obligations contained in the Contract documents in a satisfactory manner. If the proposer's proposal is accepted, the successful proposer shall execute the Contract set forth in the Request for Proposals.

Any Proposals which may include variances from the Contract documents are welcome, but any such variances must be noted in the proposal in writing and may be taken into consideration by the County in its review and award of the project.

If the Contract is to be awarded, it will be awarded to the proposer whose evaluation by the County indicates that the award will be in the best interest of the County.

If you have any questions regarding the instructions, Statement of Qualifications, Proposal Schedule or Contract, please contact Leslie Mitchell, Purchasing Agent, leslie.mitchell@williamsoncounty-tn.gov or 615-790-5868. All questions must be received in writing to the email address above.

Leachate quantities to be hauled-and treated is anticipated to be anywhere from 200,000 to 325,000 gallons per month.

Williamson County can provide detailed chemical analytical results of the leachate for review, if requested.

STATEMENT OF QUALIFICATIONS

This form shall be submitted along with the Proposal Schedule. All questions shall be answered and the information given shall be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. Please submit any additional information you feel is pertinent.

1. Company name (individual, partnership, or corporation).

2. Office address.

3. Phone and fax numbers.

4. When organized?

5. If a corporation, where incorporated?

6. How many years have you been engaged in contracting business under your present company name?

7. Type of work your company presently performs.

8. List all experience in work similar to this project, including a listing of current or past contracts similar to the scope of this Request for Proposal. (List contracts and the associated contract amounts and anticipated dates of completion.)

Statement of Qualifications

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The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Williamson County in verification of the recitals comprising this Statement of Qualifications.

Dated this ____ day of _____, 20__

Name (Individual, Partnership or Corporation)

By: _____
Name/Title

**PROPOSAL SCHEDULE
LEACHATE HAULING AND TREATMENT**

The undersigned CONTRACTOR, if awarded the Contract, agrees to furnish all labor, materials, and equipment to load his/her truck and transport all leachate from the WILLIAMSON COUNTY Landfill to a TDEC-permitted wastewater treatment facility subcontracted to the undersigned CONTRACTOR. The CONTRACTOR is responsible for all costs associated with loading, transporting, unloading, leachate treatment, and any license and permit fees. The ultimate treatment/disposal of the leachate hauled from the WILLIAMSON COUNTY landfill site is the sole responsibility of the CONTRACTOR. WILLIAMSON COUNTY Government shall not be held liable for the ultimate disposal of leachate once the leachate has left the WILLIAMSON COUNTY Landfill property.

Price per Gallon:

\$ _____ per gallon for leachate hauled and treated.

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____

Email Address _____

Date _____

**WILLIAMSON COUNTY LANDFILL
LEACHATE HAULING AND TREATMENT SERVICES**

The following are general boilerplate contract terms contained in similar Williamson County form contracts. The terms contained herein are not to be viewed as an all-inclusive list of terms having the effect of excluding other terms. Williamson County reserves the absolute right to revise, delete, or add terms and obligations as Williamson County determines are in its best interest.

CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made by and between WILLIAMSON COUNTY, TENNESSEE, a Tennessee governmental entity located at 1320 West Main Street, Franklin, Tennessee 37064 (hereinafter "Williamson County" or "County"), and _____ ("Contractor") with an office located at _____, for the provision of _____. County and Contractor mutually agree as follows:

1. Definitions.

- A. "Contract" means this document signed by County and Contractor and all attachments or exhibits included with this Contract at the time of execution or which are explicitly incorporated into this Contract by written agreement of the parties but does not include Contractor's response to County's request for proposals.
- B. "Contract Documents" means County's Advertisement for Bids, Instructions to Bidders, and all documents that have been acknowledged in writing by the parties that relate to the provision of materials and Services and the satisfaction of the parties' obligations contained in this Contract including Contractor's response to County's Invitation to Bid.
- C. "Department" means the Williamson County Solid Waste Department.
- D. "Director" means the Williamson County Solid Waste Department Director.
- E. "Fee" means the price per gallon that County has agreed, through the execution of this document, to pay Contractor for the leachate hauling and treatment services.
- F. "Landfill" means the Williamson County Landfill located at 5750 Pinewood Road, Franklin, Tennessee.
- G. "Leachate" means liquid that has been contaminated by dissolved or suspended materials due to contact with solid waste or the gases generated by solid waste and collected from the Landfill.
- H. "Leachate Storage Tanks" means the 10,000-gallon containment tanks used to collect and store Leachate which are located above ground at the Landfill.
- I. "Services" means the provision of all labor, materials, tools, equipment, supplies, licenses, permits, and services necessary to load, weigh the Leachate at the Landfill, and transport the Leachate in a complete and workmanlike manner and in accordance with all local, state, and federal regulations, to a treatment facility licensed to accept the Leachate that has been approved by the Director.
- J. "Tankers" means a motor-vehicle owned, leased, or used at the direction or on behalf of Contractor and designed to carry liquefied loads on public roads. All Tankers shall have the minimum capacity determined by the Director and needed to fulfill the Services.
- K. "TDEC" means the Tennessee Department of Environment and Conservation, its agents, employees, or representatives.

2. **Interpretation.**

A. In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

1. As between this Contract and the Contractor's Bid, this Contract shall govern;
2. As between the Instructions to Bidders and the Contractor's Bid, the Instructions to Bidders shall govern; and
3. As between the Contract Documents and any document provided by Contractor, including, but not limited to, a separate contract, purchase order, or terms or statement, the Contract Documents shall govern.

B. The scope of Services described or specified in this Contract shall not be deemed to constitute a comprehensive list of Services and specifications having the effect of excluding Services not specifically mentioned but needed to fulfill Contractor's obligations to satisfactorily fulfill Contractor's duties and responsibilities.

3. **Term of Contract.** The initial term of this Contract begins on or about _____ and shall continue until _____. The parties shall have the option to renew this Contract for four (4) additional terms of one (1) year each under the same material terms and conditions, by notifying Contractor in writing no later than thirty (30) days prior to renewal. An amendment extending this Contract for an additional term signed by both parties shall constitute County's compliance with the notice requirements. To be effective, any extension must be approved by the County's Attorney for form and the Purchasing Agent for funding and compliance with applicable purchasing laws and signed by the Williamson County Mayor. In no event shall the term of this Contract extend beyond five (5) years.

4. **Representations of Contractor.** Understanding County is relying on these representations, Contractor, by executing this Contract, makes the following express representations to County:

- A. Contractor has the capability and experience to provide the Services and complete all aspects of the scope of Services;
- B. Contractor is fully qualified to act as the contractor for the provision of the Services and has, and shall maintain all licenses, permits, or other authorizations necessary to act as the contractor to fulfill all Contractor's obligations specified in the Contract Documents;
- C. Contractor's bid is based exclusively upon Contractor's own estimates, Landfill site visit, observations, and investigations conducted by Contractor and other data acquired by Contractor which the Contractor's bid was based;
- D. Contractor is financially solvent and has sufficient working capital to perform the Services and all other obligations under this Contract;
- E. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department, or local government;

- F. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- G. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (Federal, State, or local governments) terminated for cause or default; and
- H. Contractor will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its provision of Services and responsibilities, as set forth in this Contract.

5. Duties and Responsibilities of Contractor. In addition to any and all other duties, obligations, and responsibilities of Contractor, Contractor shall have and perform the following duties, obligations, and responsibilities at Contractor's expense:

- A. Contractor shall furnish all labor, materials, tools, and equipment for the fabrication, delivery, and erection of all items to provide the Services needed to fulfill the terms and conditions of this Contract;
- B. Contractor shall provide and deliver to the Landfill all labor, material, tools, and equipment needed to complete the Service as expeditiously as is consistent with professional skill and care;
- C. Contractor shall strictly supervise the labor and provision of Services and bear full responsibility for any and all acts or omissions of those engaged in the provision of Services and Services conducted by or on behalf of Contractor;
- D. Contractor shall provide the name, phone number, and other contact information of supervisory personnel who can be reached twenty-four (24) hours a day in case of emergencies, to the County representative. Contractor shall provide updated information should the name of the responsible supervisory personnel change;
- E. Upon notification from the Director by telephone, facsimile, or electronic mail, Contractor shall respond and provide the Services within eight (8) hours of receipt of the notification.
- F. Contractor shall be solely responsible for loading the Leachate onto its Tankers using Contractor's own equipment and labor. County shall have no obligation to assist Contractor in loading or transporting the Leachate. Contractor shall immediately notify County of any Leachate spillage, equipment failure, or detrimental events encountered during the loading of the Tankers or the act of transporting the Leachate. Contractor's Tankers must be clean and empty before any loading occurs. Contractor is also responsible for any and all supplies which are necessary to make Leachate hauling safe including, but not limited to, absorbents to contain any minor spills and de-foamer agents to prevent Leachate foam from spilling out of the Tankers. Any spill of Leachate shall be the sole responsibility and liability of Contractor.
- G. Contractor shall ensure that all residues within Contractor's Tankers used for other jobs shall be completely drained in a manner that complies with TDEC and all applicable Federal regulations. If any residue remains in the Tanker, Contractor shall ensure that the Tanker is completely cleaned of the residue prior to arriving at the Landfill. The Department shall have the unrestricted right to inspect the Tanker for residue from other projects prior to Contractor proceeding with loading the Tanker and if the Director is not satisfied with the condition, the Director shall inform Contractor that the Tanker will not be permitted to be used until such time as the residue is removed from the

particular Tanker. Prohibiting the use of a particular Tanker shall not relieve Contractor of its obligations or extend time requirements to provide the Services.

- H. Contractor shall provide needed Tankers to County to permit County employees or representatives to determine the gross and tare weight of the Tanker. The volume of Leachate shall be determined by weighing the vehicle prior to loading and after the Tanker is loaded with the Leachate and converting the net weight to gallons by dividing the weight by a factor of 8.34 lbs. per gallon.
- I. Contractor shall transport the Leachate and dispose the Leachate at a wastewater treatment plant chosen and subcontracted by Contractor. Although County shall have no control over the wastewater treatment plant chosen by Contractor, Contractor warrants that it will not contract or dispose of the Leachate at any wastewater treatment plant that does not comply with TDEC or any similar Federal regulations regarding wastewater treatment plants. Contractor shall be responsible for the payment of all fees and costs for the disposal of the Leachate at the wastewater treatment facility which shall be part of the per gallon fee defined in Section 6.A. below concerning compensation.
- J. Prior to leaving the Landfill, if requested by the Director or on behalf of the Director, Contractor shall provide unrestricted access to the Department or a duly appointed representative of the Department for the purpose of obtaining Leachate samples.
- K. Upon Contractor's acceptance of the Leachate which shall be at the moment the Leachate is loaded onto the Tankers, title, risk of loss, and all other incidents of ownership related to the Leachate shall pass directly from County to Contractor; at no time shall title, risk of loss, or any other incidents of ownership or possession or control of the Leachate be in or with or shift to County. Contractor shall be wholly responsible for any damages or injuries resulting either directly or indirectly from the loading, transporting, or disposing of the Leachate.
- L. Contractor shall make all inspections or testing, in addition to those required in the Contract Documents that are required for the completion of the Services.

6. Compensation.

- A. County shall pay, and Contractor shall accept, as full and complete payment for Contractor's timely performance of its obligations hereunder, the Fee in the amount of _____ which shall be paid in accordance with the payment schedule agreed to by the parties and in accordance with the terms of this Contract. The Fee shall not be modified except by change order as provided for in this Contract or by amounts subject to liquidated damages assessed to Contractor, if applicable.
- B. County shall make all payments within thirty (30) calendar days of receipt of each monthly bill. Neither payment to the Contractor, nor any other act or omission by County shall be interpreted or construed as an acceptance of any Services provided by or on behalf of Contractor that are not strictly in compliance with this Contract.
- C. In addition to all other rights available to County, County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all amounts previously paid to Contractor, at County's determination, due to:
 - 1. The quality of the Services provided by Contractor not being in accordance with the requirements of this Contract;
 - 2. Loss suffered by County caused by the provision of Services provided by Contractor or on behalf of Contractor; or
 - 3. Contractor's failure or refusal to perform any of its material obligations set forth in this Contract.

- D. In the event of a dispute, County shall inform Contractor of the disputed amounts. Contractor shall have ten (10) calendar days to provide additional documentation reasonably showing that the disputed amount is a valid charge. County shall review the documentation and provide Contractor a response as to whether the additional documentation or information supports Contractor's claim for payment. Failure to respond within the ten (10) calendar days from receipt of County's notice of dispute by Contractor shall be deemed Contractor's acceptance of County's exercise of its rights under this Section 6.D.
 - E. Contractor understands and agrees that there shall be no additional charges or fees for the performance of the Services, or the fulfillment of Contractor's other obligations or responsibilities as set forth in this Contract unless prior written approval is obtained from County prior to the provision of the Services.
 - F. County shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to County.
7. **Warranty.** Contractor warrants that all Services provided under this Contract by Contractor, its employees, subcontractors, or any other third party shall be consistent with that level of care and skill ordinarily exercised by other similar contractors or entities providing similar Services. Contractor warrants that all labor furnished by it or any other subcontractor, employees, or third parties under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high quality results, that all materials and equipment provided shall be new and of high quality, that the completed Services will be complete and of high quality, and that all Services strictly comply with the requirements of this Contract. Any Services not strictly complying with the requirements of this Contract shall constitute a breach of Contractor's warranty and this Contract.
8. **Health and Safety.**
- A. Contractor will be solely and completely responsible for the health and safety of all persons, including employees, agents, subcontractors, and all property during performance of the Services. This requirement will apply continuously and not be limited to normal working hours.
 - B. Health and safety provisions will conform to the following: U. S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations; and any other regulations as may be cited in the bid document. When any of these are in conflict, the more stringent regulation/requirement will be followed. Contractor's failure to thoroughly familiarize himself/herself with the aforementioned safety provisions will not relieve him/her from his/her responsibility to comply with the safety provisions.
 - C. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, Contractor must promptly report in writing to Williamson County Government, Risk Management Division within twenty-four (24) hours of all accidents or incidents of loss whatsoever arising out of or in connection with the Services or whether in or adjacent to the property, giving full details.
 - D. If a claim is made by anyone against Contractor due to any accident or incident of loss, Contractor will promptly report the facts in writing to Williamson County Government, Risk Management Division, giving full details of the claim.
9. **Termination.**
- A. **Termination - Breach.** Should Contractor fail to fulfill, in a timely and proper manner, its obligations under this Contract or if it should violate any of the terms of this Contract, County shall provide notice to Contractor to cure the breach. Contractor shall have ten (10) calendar days to cure

the breach. Should Contractor fail to cure the breach within the ten (10) days then County shall have the right to immediately terminate this Contract. Such termination shall not relieve Contractor of any liability to County for damages sustained by virtue of any breach by Contractor. Contractor may terminate or suspend performance of the Services should County fail to pay any undisputed amounts within sixty (60) days of receipt of the invoice. Should County pay all late monies that are not disputed by County and owed to Contractor, then Contractor shall immediately reinstate the Services.

- B. **Termination - Funding.** Should funding for the Services be discontinued or if County's legislative body fails to appropriate funds for the Services, this Contract shall terminate on the last day appropriated funds are available. Termination by County for lack of funding shall not in any way be considered a breach of this Contract by County.
- C. **Termination - Convenience.** County may terminate this Contract for any reason upon thirty (30) days' written notice to Contractor. Contractor may terminate this Contract for any reason upon ninety (90) days' written notice to County. The ninety (90) days' notice is to permit County time to rebid the Services. Contractor shall be compensated for the satisfactory provision of the Services that are provided prior to the termination date and required to fulfill Contractor's obligations. County shall not be liable for compensation of any Services that are provided after the termination date, unless otherwise agreed in writing by the parties.
- D. **Termination - Bankruptcy.** County may terminate this Contract if Contractor, or any successor or assignee of Contractor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Contractor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Contractor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.
- E. **Termination - Contract.** The parties may agree in writing to terminate this Contract at anytime.

10. **Ethical Standards.**

- A. It shall be a breach of ethical standards and laws for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- B. It shall also be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with County upon the agreement or understanding for a contingent commission, percentage, or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- D. Contractor affirms that it has not retained anyone in violation of this Section 10. A breach of ethical standards is a material breach of this Contract and could result in civil or criminal sanctions and debarment or suspension from being a contractor or subcontractor under contracts with County.
11. **Insurance Requirements.** Without limiting its liability under this Contract, Contractor will procure and maintain at his/her expense during the life of this Contract all applicable insurance types and in the minimum amounts stated as follows:
- A. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
1. Per Occurrence limit of not less than \$ 1,000,000
 2. General Aggregate will not be less than \$ 2,000,000
 3. Medical Expense Limit will not be less than \$ 5,000 on any one person
 4. Completed Operations, including on-going operations in favor of the Additional Insured
 5. Contractual Liability
 6. Personal Injury
- B. Business Auto Liability (including owned, non-owned and hired vehicles):
1. Combined Single Limit \$ 1,000,000 or
 2. Split Limit:
 Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
 Property Damage: \$ 1,000,000 Each Accident
- C. Umbrella Excess Liability:
1. \$ 1,000,000 over primary insurance
- D. Workers Compensation:
1. State: Statutory

The Commercial General Liability policy will name Williamson County, Tennessee government as an Additional Insured with respect to this Contract only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any Services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management. All insurance provided by Contractor and subcontractors in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County. Any subcontractor of Contractor will be required to procure and maintain during the life of the subcontract, the identical insurance required of Contractor and comply with all provisions of this Section.

12. **Default by Contractor.** County may declare Contractor in default and terminate this Contract at any time and without notice in the event County determines the terms of this Contract have been violated by Contractor. Such defaults shall include, but are not limited to, Contractor's failure to manufacture and deliver the Tanks as required by this Contract within the allotted time period.

13. **Governmental Regulations.** Contractor shall comply with all federal, state, and local rules, laws, and regulations.

14. **Severability.** If any term or other provision of this Contract is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the purpose or legal substance of the transactions contemplated hereby is not affected.

15. **Indemnification.**

- A. Contractor shall indemnify and hold harmless County, its officers, agents, and employees from:

1. Any claims, damages, costs, and attorney fees for injuries, death, or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Contract unless caused by the gross negligence of County;
2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, copyright law, labor laws, and minimum wage laws;
3. Any claims, losses, costs, damages, fines, suits, administrative proceedings, judgments, and expenses including reasonable attorneys' fees and court costs which may be asserted, claimed, or recovered against or imposed upon Contractor arising out of or in connection with the Services and; (i) failure to comply with applicable requirements of any environmental law; (ii) any environmental claims; (iii) the failure of Contractor or any subcontractor to obtain, maintain, or comply with any applicable environmental permit; and
4. Any claims, damages, penalties, costs, and attorneys' fees arising from any action brought against County by any of Contractor's officers, employees, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, and/or agent in the course of the performance of this Contract, regardless of the cause of such injury unless caused by the gross negligence of County.

B. County will not indemnify, defend, or hold harmless in any fashion, Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

C. Contractor shall pay County any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

D. This indemnification and hold harmless agreement, and all rights and obligations hereunder shall survive the termination of this Contract.

16. **Resolution by Court of Law; Non-binding Mediation.** Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

17. **Choice of Law/Venue.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide. Any action between the parties arising from this Contract shall be exclusively maintained in the courts of Williamson County, Tennessee.

18. **Assignment.** The provisions of this Contract are not assignable without County's written consent.

19. **Drug Free Workplace.** If applicable, Contractor agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Contractor's compliance.

20. **Employment Practices.** Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the

performance of this Contract or in the employment practices of Contractor on grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

21. **Employment of Illegal Immigrants.** Contractor shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with County.

22. **Iran Divestment Act.** Effective July 1, 2016, all contractors performing Services for County are subject to the Iran Divestment Act, *Tenn. Code Ann. § 12-12-101 et. seq.* By executing this Contract, Contractor certifies that to the best of its knowledge and belief that Contractor is not on the list created Iran pursuant to *Tenn. Code Ann. § 12-12-106.*

23. **Force Majeure.** Except as set forth in this Section, any failure or delay by a party in the performance of the obligations under this Contract arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party ("Force Majeure Event") shall not be a default under this Contract or grounds for termination except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, workaroud plans, or other means. The occurrence of any event affecting Contractor's representatives, suppliers, subcontractors, customers, or business apart from this Contract is not a Force Majeure Event under this Contract. The non-performing party must notify the other party of any delay caused by a Force Majeure Event that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in the non-performing party's performance longer than forty-eight (48) hours, the performing party may, upon notice to the non-performing party: (a) cease payment of any fees until the non-performing party resumes performance; or (b) immediately terminate the contract, in whole or in part, without further payment or obligation to perform. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the non-performing party continues to use diligent, good faith efforts to resume performance without delay.

24. **Tennessee Open Records Act.** Contractor understands that County is subject to the Tennessee Open Records Act and that this may require County to provide requested documents to members of the public or press including, but not limited to, a copy of this Contract and any other documentation provided by or on behalf of Contractor. Compliance by County with the Open Records Act shall not be a breach of this Contract. Any data, documents, or other information that is not subject to the Open Records Act and is marked as confidential shall be considered as confidential information and shall not be released or provided to any third party without the express written permission of the other party.

25. **Attorney Fees.** Contractor agrees that in the event either party deems it necessary to take legal action to enforce any provisions of this Contract, and in the event County prevails, Contractor shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

26. **Modification.** This Contract constitutes the entire contract and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

27. **Relationship of the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold itself out in a manner contrary to the terms of this section. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

28. **Notices.**

A. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address set forth below for the recipient.

B. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

1. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

2. If to Contractor: _____

29. **Maintenance of Records.** Contractor shall maintain documentation for all charges against County. The books, records, and documents of Contractor, insofar as they relate to Services performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time, at a location within fifty (50) miles of the Landfill and upon reasonable notice, by County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

30. **Anti-Deficiency Clause.** Nothing contained in this Contract shall be construed as binding County to expend any sum in excess of appropriations made by its legislative body for the purposes of this Contract, or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

31. **Time is of the Essence.** Since the satisfactory provision of the Services is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services and within the time limitations defined by County. Failure to fully complete the Services within the time limitations shall subject Contractor to reduction of the compensation paid to Contractor. This Section does not limit any other remedy available to County.

32. **Headings.** The headings in this Contract are for convenience and reference and are not intended to define or limit the scope of any provisions of this Contract.

33. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of County and has been filed in the office of the Williamson County Mayor.

LAST ITEM ON PAGE

SIGNATURE PAGE AND AFFIDAVITS TO FOLLOW

**CERTIFICATION OF COMPLIANCE WITH
Tennessee Code Annotated, Section 12-4-119**

Effective July 1, 2022, this form must be submitted for any contract that is \$250,000.00 or more to comply with Tenn. Code Ann. § 12-4-119, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with Williamson County, Tennessee which has ten (10) or more employees and is for \$250,000.00 or more in value.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Authorized Official certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, will not for the duration of the contract engage in, a boycott of Israel in any manner.

Authorized Official represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Authorized Official

Signature of Authorized Official

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ **County of** _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of Contractor and as the _____ of Contractor. Affiant states that by Contractor's employment policy, standards, and practices Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that Contractor is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with Williamson County government to provide construction 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 pursuant to *Tenn. Code Ann. § 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 *Tenn. Code Ann. § 50-9-113*.

Further affiant sayeth 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: _____

Ethical Standards Affidavit

State of _____

County of _____

Ethical Standards Affidavit. After first being duly sworn according to law, the undersigned ("Affiant") states that he/she has the legal authority to swear to this on behalf of _____ ("Contractor"); that no part of any other governmental monies provided for the services or products contemplated in this Contract which was received from the State of Tennessee or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as a Contractor, officer, agent, employee, subcontractor, or consultant to County or Contractor in connection with any Services or Work contemplated or performed relative to this Contract. Affiant and Contractor further swear that no Federal, State, or County appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any Federal, State, or County contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or County contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

State of _____

County of _____

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in _____, Tennessee, this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services under this Contract.

By executing this affidavit, the undersigned person or entity verifies its compliance with the Tennessee Lawful Employment Act codified at *Tennessee Code Annotated, Section 50-1-701, et. seq.*, stating affirmatively that Contractor which is contracting with Williamson County government has registered with and is participating in the federal work authorization program commonly known as E-Verify or has obtained and maintains copies of the required documents in accordance with the applicable provisions of the Tennessee Lawful Employment Act.

Contractor further agrees that it will continue to comply with all provisions of the Tennessee Lawful Employment Act, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who comply with the applicable provisions of the Tennessee Lawful Employment Act.

The undersigned person or entity further agrees to maintain records of the documents or of such compliance including documentation for all subcontractor(s) retained to perform such service on behalf of Contractor for the minimum period provided in the Tennessee Lawful Employment Act.

BY: Authorized Officer or Agent Date
(Name of Person or Entity)

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

State of Tennessee
County of Williamson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in Franklin, Tennessee, this ____ day of _____,
20__.

Notary Public

My Commission Expires: _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq. ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name/Printed Name of Authorized Officer

Signature of Authorized Officer

STATE OF TENNESSEE
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: _____