



WILLIAMSON COUNTY GOVERNMENT

September 18, 2019

To Whom It May Concern:

Williamson County is accepting bids from qualified contractors for lead removal from the gun range located at the Williamson County Sheriff's Office, 408 Century Court, Franklin, TN 37064. Minimum bid specifications are enclosed. Please note any exceptions to the bid.

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 bids with exceptions noted, and all bids will be given equal consideration.

Bids will be opened October 17, 2019, 2:00 p.m. Bids 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: **Lead Removal, Sheriff's Office, October 17, 2019, 2:00 p.m. Envelope must also include bidder's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE BID 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 bid shall be valid unless signed.** No bid shall be accepted by FAX machine or e-mail.

Enclosed is an, *Ethical Standards Affidavit, Iran Divestment Act Affidavit, Fair Employment Affidavit, Immigration Attestation and Immigration Compliance Affidavit, and Business Tax and License Affidavit and Drug Free Affidavit.* Please complete these documents and return them with your bid.

The successful bidder will be required to comply with contract and insurance requirements. Sample contracts are draft only and terms can change at the discretion of the County.

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 October 11, 2019. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent



Minimum Specifications

Williamson County Sheriff's Office Shooting Range Lead Maintenance

Contractor must be qualified and possess the tools, equipment, and experience for performing all services required for lead removal from the gun range located at the Williamson County Sheriff's Office, 408 Century Court, Franklin, TN 37064. Contractor must be licensed to perform lead recovery and be current with OSHA HAZWOPER certifications. All work must be performed in accordance with applicable Federal, State, and local safety and environmental regulations.

Provide documentation and photos of a minimum of 3 successful cleanups with your bid submittal.

Work will be scheduled with the Williamson County Sheriff's Office and it is expected that the job should take less than one week to complete. Work is to begin on a Monday and potential dates for the project are November 4-8, 2019 or December 16-20, 2019.

- Contractor is responsible for all required permits.
- Contractor must tear down berm
- Contractor must install erosion control and storm water protection measures to protect work areas, drainages, and the environment.
- Contractor must process material to remove lead by separating bullets and fragments from soil.
- Williamson County Sheriff's Office will provide access to the range along with access to water for dust suppression.
- Contractor must containerize and securely store lead for shipment.
- Contractor must re-install processed soil to the firing berm along with soil provided by Williamson County Sheriff's Office.
- Contractor must provide lead transport documentation and Certificate of Recycling.
- Contractor must provide documentation of compliance with OSHA, US EPA, State, NRA and NSSF recommended firing range environmental Best Management Practices.
- Contractor shall sell the lead collected in accordance with the agreement to a licensed lead recycler. The Contractor and County shall split the gross proceeds received from the sale of the lead on an equal basis.
- Estimated dimensions of site are 105' Wide x 38' Tall x 2" Deep

The successful bidder will be required to execute a county contract for the services. If you wish to schedule a site visit prior to bidding, please contact Lt. Leonardo Zollicoffer, 615-566-4970, Sgt. Nikki Osborne, 615-714-4957, or John Coyle, 615-456-7488.

Bid

Williamson County Sheriff's Office Shooting Range Lead Maintenance

Total Bid \$ _____

The bidder has received the following addenda:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____ Fax _____

Email Address _____

Date _____

Short Contract Fixed Price

Proposal #

Project Site:

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064 ("County"), and _____ ("Contractor"), for located at _____

Contractor agrees to provide the material, labor, expertise, equipment, and tools necessary for _____ ("Project"), which is more particularly described in _____ submitted by Contractor dated _____ ("Specifications") which may be amended by written change order and signed by both parties. For the purposes of this Contract, "Final Completion" shall mean that point at which the Project is one hundred percent (100%) complete and in conformance in all aspects with this Contract and the Specifications.

Contractor shall furnish all material, labor, equipment, and tools necessary ("Work") for the satisfactory completion of the Project in accordance with the Specifications which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this Contract and Exhibit A or any other document provided by or on behalf of Contractor, the terms set forth in this Contract shall govern and control.

By agreeing to provide the Work as proposed by Contractor, Contractor agrees to comply and be subject to the following terms. The Contractor's proposal is made a part of this purchase order for the sole purposes of defining the Contractor's Work and fee. Specifications stating that the Contractor shall perform any particular responsibility at Contractor's own cost and/or expense shall not imply that any other obligation or responsibility of Contractor is not to be performed at Contractor's cost and expense.

The term of this Contract shall begin on the effective date written below, and Final Completion shall be completed ___ days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The Work shall commence within ten (10) days from the date that Contractor receives a copy or original of this fully executed Contract, which receipt shall be considered Notice to Proceed. Contractor is required to submit to the County a Certificate of Insurance and Performance and Payment bond prior to commencing Work, meeting the minimum specifications of the Williamson County Risk Manager.

For the Work provided herein, Contractor shall retain one half (1/2) of the gross proceeds received from the sale of the material collected by Contractor at the gun range. Contractor shall pay County one half of the gross proceeds within thirty (30) days of completing the Services. Contractor shall include an invoice detailing the amount of material collected and the amount Contractor received from the sale of the material. Contractor's cost shall be paid from Contractors proceeds.

The Contractor shall ensure all Work strictly conforms to the requirements of this Contract, and shall provide at Contractor's expense: all labor, supervision, services, materials, supplies, equipment, appliances, and transportation.

The Contractor shall strictly supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

The Contractor warrants that it is fully qualified to fulfill all of its obligations contained herein, and has and shall maintain all licenses, permits or other authorizations necessary to act as the Contractor to provide the services required to fulfill all of its obligations as defined herein.

Contractor warrants that it is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local), with commission of other similar crimes; and it has not, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

The Contractor warrants that the labor furnished under this Contract shall be competent to perform the tasks undertaken and that the product of such services and labor shall yield only high quality results; and that the completed Project will be of high quality and without defects. Should Contractor violate this warranty, Contractor agrees to correct the Work to the satisfaction of Williamson County. These express warranties shall not be waived by reason of acceptance of payment by Williamson County. Williamson County shall not be responsible for payment of any Work provided, that breach these warranties.

Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The 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.

The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

Contractor shall indemnify and hold harmless, Williamson County, their officers, agents, and employees from: any claims, damages, costs, and attorney fees for injuries 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 and 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.

Contractor has been employed under this Contract as an independent contractor in order to construct its portion of the Project. Contractor agrees that no authority has been conferred upon it by the County to hire any person(s) on behalf of the County, and the County undertakes no obligation of any sort to Contractor's employees or subcontractors. It is understood and agreed that Contractor shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. Contractor will also comply with all laws concerning qualification to do business and engage in the Work involved under this Contract and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.

Contractor shall maintain documentation for all charges against the County. The books, records, and documents of Contractor, insofar as they relate to Work 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 and upon reasonable notice, by the County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

The validity, construction, and effect of this Contract shall be exclusively governed by the laws of the State of Tennessee. The parties agree that the proper venue for action, suit, or other litigation arising under this Contract shall lie in the courts of **Williamson County, Tennessee.**

This Contract shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of the County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Contract shall be effective as of the date written below.

_____:

Signature

Date

Williamson County, Tennessee:

Signature

Date

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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: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with _____ 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 T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The company is in compliance with T.C.A. § 50-9-113.

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: _____

Ethical Standard Affidavit.

State of Tennessee

County of Williamson County

Ethical Standard 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 Agreement which was received from the State of Tennessee and/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 an officer, agent, employee, subcontractor, or consultant to the County or the Contractor in connection with any work contemplated or performed relative to this Agreement. Affiant and Contractor further swears that no federally, state, or county appropriated funds have been paid or will be paid, by or on behalf of the 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: _____

Witness: _____

Date: _____

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/she is the _____ (Offeror) and that by its employment policy, standards, and practices the Offeror 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 the Offeror 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: _____

**IMMIGRATION ATTESTATION
AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

CONTRACTOR'S LEGAL ENTITY NAME _____

CONTRACTOR'S TENNESSEE LICENSE NUMBER _____

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement 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 Agreement.

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 the 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.

The 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 the 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

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 Official

Signature of Authorized Official

Witness: _____

Date: _____