



WILLIAMSON COUNTY

Leslie Mitchell, CPPO, CPPB
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November 2, 2017

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 Nancy Zion, Director of the Solid Waste Department, (615) 790-0742. Bids will be opened Tuesday, December 5, 2017, 2:00 p.m. Proposals should 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 5, 2017, 2:00 p.m. Envelope must also include bidder'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 bid 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* and *Business Tax and License Affidavit*. Please complete these documents and return them with your bid.

If you have any questions, please e-mail lesliem@williamson-tn.org. All questions must be submitted in writing by 4:30 p.m. CST on November 29, 2017. No addenda will be issued within 48 hours of the bid opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent

LM/lw

Enclosure

**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 5, 2017. Emailed and faxed proposals will not be accepted and, therefore, will not be considered.

Before submitting a proposal each bidder 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. Bidders 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 bidder has made such examination, understands the terms and conditions for the provision of services, and that the bidder's bid is based on the bidder's understanding and examination.

The successful bidder 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 bidder shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the work contemplated. Williamson County may investigate any bidder as it deems necessary to determine the ability of the bidder to perform the services/work. Williamson County reserves the right to reject any proposal if the bidder fails to satisfy to the County that the bidder 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).

Bidders 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.

Neither a bid nor certified check is required to be submitted with the proposal.

Proposals must be completed in ink or by typewriter.

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 bidder 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 bidder's proposal is accepted, the successful bidder 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 bidder 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, lesliem@williamson-tn.org 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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- 9. Have you ever failed to complete any work awarded to you? If so, explain.

- 10. Have you ever defaulted on a contract? If so, explain.

- 11. List your experience in work similar to this project.

- 12. List the background and experience of the principle members of your organization, including the officers.

- 13. Credit available \$ _____.

- 14. List three (one bank, two other) references (name, contact person, address, and phone #):

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

Witnessed by: _____

**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.

Dates this _____ day of _____, 20 ____

Name (Individual, Partnership or Corporation)

By: _____
Name/Title

Witnessed by: _____

**WILLIAMSON COUNTY LANDFILL
LEACHATE HAULING AND TREATMENT 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 leachate hauling and treatment services.

COUNTY and CONTRACTOR mutually agree as follows:

1. Definitions.

- A. "Contract" means this document signed by the 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 the CONTRACTOR's response to the COUNTY's request for proposals.
- B. "Contract Documents" means all documents that have been acknowledged by the parties that relate to the Services or obligations contained in this Contract including CONTRACTOR's response to the COUNTY's request for proposal.
- 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 the COUNTY has agreed, through the execution of this document, to pay the 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" mean 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" mean a motor-vehicle owned, leased, or used at the direction or on behalf of the 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 proposal response, this Contract shall govern.
 2. As between the Contract Documents and any document provided by the CONTRACTOR, including, but not limited to, a separate contract, purchase order, or terms or statement, the Contract Documents shall govern regardless of whether the document is signed by a COUNTY representative.
 - B. The 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 the CONTRACTOR's obligations needed to satisfactorily fulfill the CONTRACTOR's duties and responsibilities.
3. **Term of Contract.** The initial term of this Contract begins on or about _____ and shall _____. COUNTY 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 the 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 the CONTRACTOR.** Understanding the COUNTY is relying on these representations, the CONTRACTOR, by executing this Contract, makes the following express representations to COUNTY:
- A. The CONTRACTOR has the capability and experience to collect and transport up to 20,000 gallons of Leachate from the Landfill in any continuous 24 hour period. CONTRACTOR understands and accepts that COUNTY does not guarantee a minimum volume of Leachate that CONTRACTOR will be directed to collect, transport, and dispose;
 - B. The CONTRACTOR is fully qualified to act as the CONTRACTOR for the provisions of the Services and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as the CONTRACTOR to provide the Services and fulfill all obligations specified in this Contract;
 - C. The CONTRACTOR has become familiar with the Landfill site, the location and type of Leachate Storage Tanks located at the Landfill, and the local conditions under which the CONTRACTOR is to provide the Services;
 - D. The CONTRACTOR is financially solvent and has sufficient working capital to perform the Services and all other obligations under this Contract;
 - E. The 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. The CONTRACTOR has not, within a three (3) year period preceding this proposal, 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. The CONTRACTOR has not, within a three (3) year period preceding this application/proposal, 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.**

A. Specific CONTRACTOR duties and responsibilities.

1. Upon notification from the Director by telephone, facsimile, or electronic mail, the CONTRACTOR shall respond and provide the Services within eight (8) hours of receipt of the notification.

2. CONTRACTOR shall be solely responsible for loading the Leachate onto its Tankers using the 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 Tanker or 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 the CONTRACTOR.

3. The CONTRACTOR shall ensure that all residues within the CONTRACTOR's Tanker 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 Tanker, the 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 the CONTRACTOR proceeding with loading the Tanker and if the Director is not satisfied with the condition, the Director shall inform the 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 the CONTRACTOR of its obligations or extend time requirements to provide the Services.

4. The CONTRACTOR shall provide needed Tankers to the 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.

5. The CONTRACTOR shall transport the Leachate and dispose the Leachate at a wastewater treatment plant chosen and subcontracted by the CONTRACTOR. Although COUNTY shall have no control over the wastewater treatment plant chosen by the

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.

6. 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.

7. 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 the 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.

B. General CONTRACTOR duties and responsibilities.

1. CONTRACTOR covenants with the COUNTY to furnish CONTRACTOR's best skill and judgment to a level and in a manner acceptable by other similar contractors or entities providing similar Services. CONTRACTOR agrees to furnish efficient business administration and superintendence and use CONTRACTOR's best efforts in the provision of Services in an expeditious and economical manner consistent with the interests of the COUNTY and the terms and obligations of this Contract.

2. The CONTRACTOR hereby warrants that all labor furnished under this Contract shall be competent to perform the Services and tasks undertaken and that all Services will strictly comply with the requirements of this Contract. Any work not strictly complying with the requirements of this Contract shall constitute a breach of the CONTRACTOR's warranty. CONTRACTOR shall bear full responsibility for the acts or inaction of his employees, subcontractors, agents, or other individuals providing any part of the Services on behalf of the CONTRACTOR.

3. The Services shall be completed according to the time requirements defined in this Contract or as provided to CONTRACTOR by the Director and shall be completed within the specific time constraints applicable to the situation.

4. If the COUNTY determines that the Services need to be revised to provide the Services or achieve any obligation or responsibility of CONTRACTOR, then the CONTRACTOR agrees to revise the Services at the direction of the Director.

6. Compensation.

A. The COUNTY shall pay to the CONTRACTOR compensation at the Fee of \$_____ per gallon of Leachate transported from the Landfill to a treatment wastewater facility and for the provision of all other Services and satisfaction of all obligations as provided in this Contract.

B. A detailed invoice shall be submitted by the CONTRACTOR to the Department once per month on or before the fifth (5th) day of each month following the month in which the

Services were provided. The invoice shall be for the previous calendar month and shall include, but not be limited to, the date the Leachate was collected by the CONTRACTOR, the total gallons of each load hauled from the Landfill and treated, the total cost per load, and the total accumulated cost for the month. The COUNTY may request additional information be included on the CONTRACTOR's invoice related to the Services CONTRACTOR is requesting payment.

- C. 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 the CONTRACTOR that are not strictly in compliance with this Contract.
 - D. 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 the CONTRACTOR due to, in the COUNTY's determination:
 - 1. The quality of the Services provided by CONTRACTOR is not in accordance with the requirements of this Contract;
 - 2. The quantity of the Leachate loaded, transported, and properly disposed of as claimed by CONTRACTOR on the CONTRACTOR's invoice is not reflective of the quantity shown on the COUNTY's records;
 - 3. Loss suffered by the COUNTY caused by the provision of Services provided by the CONTRACTOR or on behalf of the CONTRACTOR; or
 - 4. The CONTRACTOR's failure or refusal to perform any of its material obligations set forth in this Contract.
 - E. In the event of a dispute COUNTY shall inform CONTRACTOR of the disputed amounts, and 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 the COUNTY's notice of dispute by CONTRACTOR shall be deemed CONTRACTOR's acceptance of the COUNTY's exercise of its rights under Section 6.D.
 - F. 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.
 - G. 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. **Termination.**
- A. Should CONTRACTOR fail to fulfill in a timely and proper manner its material obligations under this Contract or if CONTRACTOR should violate any of the material terms of this Contract, COUNTY will 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.

- B. CONTRACTOR may terminate or suspend performance of Services should the 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 the COUNTY and owed to CONTRACTOR, then CONTRACTOR shall immediately reinstate the Services.
- C. 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 the COUNTY. The ninety (90) days' notice is to permit the COUNTY time to rebid the Services. CONTRACTOR shall be compensated the undisputed Fees for the satisfactory provision of Services that are performed prior to the termination date and required to fulfill CONTRACTOR's obligations. COUNTY shall not be liable for compensation of any Services that are performed after the termination date, unless otherwise agreed in writing by the parties.
- D. COUNTY may immediately terminate this Contract upon the provision of notice to CONTRACTOR should the COUNTY's legislative body fail to appropriate funds for the provision of the Services.
- E. The parties may agree in writing to terminate this Contract at any time.

8. **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 the 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. The CONTRACTOR affirms that it has not retained anyone in violation of this Section 8. 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.

9. **Insurance Requirements.** Without limiting its liability under this Contract, the 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 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. Any subcontractor of the CONTRACTOR will be required to procure and maintain during the life of the subcontract, the identical insurance required of the CONTRACTOR and comply with all provisions of this Section. All insurance provided by CONTRACTOR and subcontractors in compliance with this Contract shall be primary as to any other insurance or self-insurance policies afforded to or maintained by the COUNTY.

10. **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 the CONTRACTOR. Such defaults shall include, but are not limited to, CONTRACTOR's failure to haul the minimum amount of Leachate required by this Contract in a 24 hour period or to properly dispose of any Leachate at a TDEC-permitted wastewater treatment plant, and with disposal being in compliance with all Federal, State, and local laws and regulations.

11. **Governmental Regulations.** CONTRACTOR shall comply with all federal, state and local rules, laws and regulations. CONTRACTOR is responsible for obtaining all necessary licenses and permits for hauling of Leachate, at its own cost, and shall provide a copy of the same to COUNTY along with a copy of the licenses and permits of the wastewater treatment facilities selected by the CONTRACTOR.

12. **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.

13. Indemnification.

A. To the fullest extent permissible by applicable law, 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;
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' and court cost, which may be asserted, claimed or recovered against or imposed upon CONTRACTOR arising out of or in connection with the process of loading, transporting and disposing of the Leachate 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; or (v) the transport, treatment, storage, collection, disposal or arrangement for the disposal of the Leachate; and
4. Any claims, damages, penalties, costs and attorney 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.

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

C. CONTRACTOR shall pay Williamson 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.

14. 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.

15. 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 the CONTRACTOR may provide. Any action between the parties arising from this Contract shall be exclusively maintained in the courts of Williamson County, Tennessee.

16. Assignment. The provisions of this Contract are not assignable.

17. Drug Free Work Place. 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.

18. **Employment Practices.** The 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 the 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. The CONTRACTOR shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

19. **Employment of Illegal Immigrants.** 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. 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.

20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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 _____

26. **Maintenance of Records.** CONTRACTOR shall maintain documentation for all charges against Williamson County. The books, records and documents of the 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, at a location within fifty (50) miles of the Landfill 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.

27. **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.

28. **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.

29. **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.

30. **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 government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

WILLIAMSON COUNTY, TENNESSEE:

CONTRACTOR:

Williamson County Mayor

Purchasing Agent

Recommended Department Head:

Department: **Solid Waste Department**

Approved as to Availability of Funds:

behalf.

Director of Finance

Approved as to Insurance:

Department of Risk Management

Approved as to Form and Legality:

Williamson County Attorney

**Filed in the Office of the Williamson
County Mayor:**

Date: _____

Title: _____

**Sworn to and subscribed to before me
a Notary Public, this ___ day of
_____, 2017, by
_____, the
_____, of Contractor
and duly authorized to execute this
instrument on Contractor's**

**Notary Public
My Commission Expires**

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 the Contractor and as the _____ of Contractor. Affiant states that by Contractor's employment policy, standards, and practices the 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 the 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:

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.

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*.

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 Agreement 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 the County or the Contractor in connection with any Services or Work contemplated or performed relative to this Agreement. 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 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: _____

**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

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 Official

Signature of Authorized Official