Shelby County
Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: May 8, 2013
Due: June 7, 2013 no later than 4:00 P.M. (Central Standard Time)

RFP # 13-002-52A

WASTE REMOVAL SERVICES
SUPPORT SERVICES

Shelby County Government is soliciting written proposals, on a competitive basis from interested and qualified companies or professionals to provide, Waste Removal Services for various locations within Shelby County Government. The RFP is located on the County's website at www.shelbycountytn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested in this RFP. If selected, your proposal shall be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing no later than 4:00 P.M. on Friday, June 7 , 2013. Proposals should be addressed to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103

The package containing an original (clearly identified as original) and six (6) copies and a CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "WASTE REMOVAL SERVICES, SUPPORT SERVICES " RFP # 13 -002-52A" noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

cc: Tom Moss, Support Services
Vicki Dillner, Support Services

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Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections shall clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

Shelby County Government (the County), is seeking proposals from interested and qualified contractors to provide Garbage/Trash Pick-ups and Removal Services for various locations in Shelby County Government. This Request for Proposal ('RFP") is being released to invite interested and qualified companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Provide proof of a minimum of five (5) years experience in performing the work described in the RFP.
2. Provide sufficient staff with a minimum of five (5) years experience in performing the work described in the RFP.
3. Provide proof of all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee lawful Employment Act" (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.
5. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response**.
6. Provide a written statement of adherence to all Title VI requirements and provide proof/documentation if necessary.
7. Provide a written statement of compliance to the "Living Wage Ordinance #328", Section VI, Item i. page 9.
8. Provide proof of the minimum insurance requirements
9. Provide an office located in Shelby County Tennessee.
10. Provide or have access to a Sub-Title D Landfill facility at all times for the disposal of all refuse removed from County facilities, with the exception of construction and demolition material as provided by State law.
11. Return Attachment A, Pricing Sheets with your response.

Please Note: ***As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an "Equal Opportunity Compliance" certification number prior to submitting your response.***

You can access the online application to receive the numbers indicated above at www.shelbycountytn.gov and click the link "Department" at the top, then P for Purchasing

Department, then click on the link "Conducting business with Shelby County". Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 222-2250

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountytn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Tuesday, May 28, 2013 by 12:00 p.m. (CST)***. These guidelines for communication; have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountytn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **4:00 PM, Friday, June 7, 2013.** Facsimile or e-mailed proposals shall not be accepted since they do not contain original signatures. Postmarks shall not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, shall this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Wednesday, May , 8, 2013
Proposal Due Date	Friday, June 7, 2013
Notification of Award	July 2013

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County shall notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder shall be firm for at least ninety- (90) calendar days from the due date unless otherwise qualified.

g. Disclosure of Proposal Contents

The Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals shall become public information.

h. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
(ii) Only certified locally owned small businesses shall be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of $250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with

any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under $15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:
a. A preference of up to five percent (5%) shall be allowed for contracts up to $500,000.00;
b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to $750,000.00;
c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to $1,000,000.00;
d. A preference of two percent (2%) shall be allowed for contracts that exceed $1,000,000.00.
(x) For construction contracts over $2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or shall be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.
(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages shall result in a greater number of bids by locally owned small businesses.
(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance
and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Local ly Owned Small Business Purchasing Program within the intent of this ordinance.
(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

i. Living Wage

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of $500,000 and any subcontractors of such public work or project in excess of $100,000 ("Recipient") shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

j. Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or 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 the grounds of handicap and/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 non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS

a. Background

Shelby County Government (the County), is seeking proposals from interested and qualified contractors to provide Garbage/Trash Pick-ups and Removal Services for various locations in Shelby County Government.

b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

The successful respondent must be prepared to begin immediately upon receipt of a Notice to Proceed.

c. Project Time Frame

The initial contract term will begin July 1, 2013 through June 30, 2014, with the option to renew for four (4) additional one -year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The Proposer must be prepared to begin immediately upon receipt of a Notice to Proceed.

d. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the contractor's books relative to the account.

e. Selection Criteria

Each response shall also be evaluated on the criteria outlined in Section II, VII, XI and XII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who shall work on this project.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

f. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII AWARD OF CONTRACT

The proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection shall be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The award may go to more than one respondent depending on responses.

IX SERVICES REQUIRED

1.0 GARBAGE PICK-UP SCHEDULE:

Garbage Location and Pick-up Schedule:

The successful bidder shall pick-up garbage from specified containers as follows:
There are 9 containers total = 5 (8-yd); 3 (30-yd); 1 (40-yd)

Item #1: Shelby County Archives Building, 150 Washington
One 8-yard container – Five times weekly on Tuesday, Wednesday, Thursday, Friday and Saturday
Pick-up between 9 p.m.–5 a.m.
Contact: Steve Harkness (901) 222-2428

Item #2: Criminal Justice Center, 201 Poplar
One 40-yard compactor – Twice weekly on Monday and Thursday between 6 a.m. - 7 a.m.
One 30-yard roll-off container – Twice weekly on Monday and Thursday between 6 a.m. - 7 a.m.
Contact: Steve Harkness (901) 222-2428

Item #3: Printing Services, 584 Adams
Two 8-yard containers – Twice weekly on Tuesday and Thursday between 7 a.m. – 8 a.m.
Contact: Jim McLain (901) 222-2415

Item #4: East Complex, 1075 Mullins Station Road
Two 8-yard containers – Twice weekly on Tuesday and Friday between 6 a.m. – 7 a.m.
Location of 8-yard containers: One each on East and West docks
Contact: James Powell (901) 222-7829

Item #5: Surplus Property Warehouse, 6363 Haley Road
One 30-yard roll-off container – The services for this location shall be on an "as needed" basis, approximately six to eight times in the contract year period. Pick-up between 8 a.m. - 2 p.m.
Contact: Lee Hinson (901) 222-7801

Item #6: Surplus Property Warehouse, 994 Bellevue
One 30-yard roll-off container – The services for this location shall be on an "as needed" basis, approximately six to eight times in the contract year period. Pick-up between 8 a.m. - 2 p.m.
Contact: Lee Hinson (901) 222-7801

References:

At the request of Shelby County Purchasing Department, proposers shall be required to submit not less than three (3) written references from existing customers requiring comparable service levels and expectations.

Emergency Contact Listing:

The successful bidder shall provide the Support Services with a list of emergency contact personnel and telephone numbers in the event of an "after hours issue". The successful proposer shall respond to emergency pick-up within twenty-four (24) hours.

Landfill:

All proposers shall utilize and demonstrate use of Sub-Title D landfill facility at all times for the ultimate disposal of all refuse removed from the County facilities, with the exception of construction and demolition materials as provided by State law.

Invoicing and Payment Schedule:

All invoices submitted by the successful proposer shall state the location of the unit serviced and the date(s) of the service.

Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices.

Invoices for **Items #1 through #4** shall be sent directly to:
Support Services Department
584 Adams Avenue
Memphis, TN 38103.

Invoices for **Items #5 and #6** shall be sent directly to:
Parks & Grounds Maintenance
1075 Mullins Station Road, Room #C-142
Memphis, TN 38134

Cancellation:

Shelby County Government may cancel the award resulting from this RFP for just cause upon thirty (30) days written notice to the successful contractor prior to the effective date of cancellation.

Literature Requirements:

The successful bidder shall provide Material Safety Data Sheets as required.

Deviations to the Specifications:

Any deviations from the attached RFP specification shall be clearly stated in the proposal and properly noted by the items to which an exception is being taken.

Quoted Prices from Successful Bidder:

The quoted prices from the successful bidder are effective for the original term of resultant contract which begins July 1, 2013 and ends June 30, 2014 and are in effect for the four (4) optional renewal periods which shall begin July 1st and end June 30th of each year upon mutual written agreement of the contractor and the County.

Award:

Shelby County reserves the right to award this RFP by item, by section and/or entire list of items, whichever is in the best interest of the County.

The bidder's EOC rating will be considered in the evaluation of all bid and proposals.

Inquiries:

In an effort to be fair to all proposers, all inquiries regarding general proposal procedures or the detailed requirements for this bid or specifications should be addressed to Nelson Fowler, Shelby County Government Purchasing Department (901) 222-2251.

X CONTRACT REQUIREMENTS

The successful Proposer shall be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Contractor shall be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract shall be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to

serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor shall be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations, or interests under this Contract without the County's consent or approval.

(iii) The Contractor has filed bankruptcy, become insolvent, or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Contractor for the Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation, or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest, which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Contractor shall not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance with Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor is assumed to be familiar with and agrees that at all times it shall observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety, and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. 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 the grounds of handicap and/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 notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this

Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation of Other Documents.

(a) The Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction, and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Contractor, the Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority.

(a) The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

26. Provider Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) The Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save, and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractor in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractors obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f). The Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Contractor shall provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONTRACTOR PROJECTS LESS THAN $1,000,000

Minimum Limits of Insurance

a. The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies shall provide for thirty (30) days written notice to Shelby County Government of cancellation or material change in the coverage provided. The Contractor will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:

1) Commercial General Liability Insurance - $1,000,000.00 limit per occurrence for bodily injury and property damage/ $1,000,000.00 personal and advertising injury/ $2,000,000.00 General Aggregate/ $2,000,000.00 Products-Completed Operations aggregate, indicating whether coverage is on a claims-made or occurrence basis. The insurance shall include coverage for the following:

a. Premises/Operations
b. Products/Completed Operations
c. Personal Injury
d. XCU coverage, where applicable
e. Contractual Liability
f. Independent contractors
g. Broad Form Property Damage

2) Worker's compensation coverage as required by statute of the State of Tennessee and Employer's Liability no less than $1,000,000.00 or as required by the State of Tennessee, whichever is greater.

3) Business Automobile Liability with minimum limit of $1,000,000.00 single limit for all owned/leased, hired and non-owned autos.

c. The Contractor shall provide the County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

d. Upon termination or cancellation of insurance currently in effect under this Contract, the Contractor shall purchase an extended reporting endorsement and furnish evidence of same to the County.

Shelby County Government, its elected officials, officers, employees and appointees shall be named as additional insured on commercial general liability and business auto liability on all coverage.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation or material change in coverage provided. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor will provide immediate notice to Shelby County.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided and ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide such written notice of cancellation to Shelby County, the Contractor shall provide immediate notice to Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

License and Permits – The Contractor shall be licensed locally and shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

B. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received by no later than 4:00 P.M. (CST) on Friday, June 7, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**

5. The Proposer agrees to provide the County with any additional information it deems necessary to accurately determine its ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as original) and six (6) copies and a CD of the proposal are required.

2. The package containing the original must be sealed and marked with the Proposers name and **"RFP # 13-002-52A." "Waste Removal Services, Support Services" with due date and time indicated.**

3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County shall not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign the proposals. Tennessee sales tax shall not be included in the Respondent's proposal.

B. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet ***(required documents)*** should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm

2. Comprehensive Response

    a. Outline of how the respondent can meet or exceed the minimum requirements
    b. Detail of how the respondent is qualified to provide the services required
    c. A detailed description of the approach for accomplishing the services

3. Cost and Fees

    a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a breakdown of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
    b. Explain any assumptions or constraints in a price proposal to perform the services.
    c. Explain any additional charges or fees in the proposal.

4. Experience of the Respondent:

    A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description

of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up.
b. A statement of how long the Proposer has provided services similar to the Services requested herein.
c. A general description of the Proposer experience and background in providing services similar to the Services requested herein.
Any other relevant information about the experience and knowledge base of the Proposer, which is deemed material.

4. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

5. Additional Information

a. A description of current relevant certifications of the Proposer's technical staff (see Attachment 2).
b. A description of the current experience level of the Proposer's technical staff (see Attachment 2).
c. Any other relevant information about the capabilities of the Proposer deemed to be material (see Attachment 2).

XII PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals shall be initially evaluated to determine if they meet the following minimum requirements:

a. The proposal must be complete, in the required format, and comply with all the requirements of the RFP.
b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review- Proposals meeting the above requirements shall be evaluated based on the following criteria:

a. Each proposal will be reviewed by a special Ad-Hoc Committee, which may elect to schedule a personal presentation and interviews with one or more of the bidders.

b. Each proposal submitted in response to this RFP will be evaluated based on the following criteria:

i. Qualifications and experience of specific personnel assigned to this project.
ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project.
iii. Project methodology.
iv. Previous experience with similar Services.
v. References
vi. Proposed cost to the Shelby County Government.
vii. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation shall be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection shall be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) shall be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer shall become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the

award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work

ATTACHMENT A
PRICING SHEETS

Please return following pricing sheets on pages 27 and 28 as part of your bid response.

Shelby County Support Services

Item#	Container Location:	No. of Containers:	Container Size:	Pick Up Schedule:	Monthly Rate:	Annual Cost:
1.	Shelby County Archives Building 150 Washington Memphis, Tennessee 38103 Contact Person: Steve Harkness (901) 222-2428	1	8 yd.	5 Days/Week T/W/T/F/S		$0.00
2.	Criminal Justice Center 201 Poplar Avenue Memphis, Tennessee 38103 Contact Person: Steve Harkness (901) 222-2428	1	40 yd.	2 Days/Week Mon/Thur Between the hours of 6 am-7am		$0.00
3.	Criminal Justice Center 201 Poplar Avenue Memphis, Tennessee 38103 Contact Person: Steve Harkness (901) 222-2428	1	30 yd. Roll Off Container	2 Days/Week Mon/Thur Between the hours of 6 am-7am		$0.00
4.	Shelby County Printing Services 584 Adams Avenue Memphis, Tennessee 38103 Contact Person: Jim McLain	2	8 yd.	2 Days/Week Tue/Thur Between the hours of 7 am-8 am		$0.00
5.	East Complex 1075 Mullins Station Road Memphis, Tennessee 38134 Contact Person: James Powell (901) 222-7829	2	8 yd.	2 Days/Week Tue/Fri Between the hours of 6 am-7 am		$0.00

6.	**Surplus Property Warehouse 6363 Haley Road Memphis, Tennessee 38134 Contact Person: Lee Hinson (901) 222-7801**	**1**	**30 yd. Roll Off Container**	**Pickup on an As Needed Basis between the hours of 8 am-2 pm**	$0.00
7.	**Surplus Property Warehouse 994 Bellevue Memphis, Tennessee 38107 Contact Person: Lee Hinson (901) 222-7801**	**1**	**30 yd. Roll Off Container**	**Pickup on an As Needed Basis between the hours of 8 am-2 pm**	$0.00