

SSWI

Request for Proposals
Solid Waste Services Sevier Solid Waste Inc., Pigeon Forge TN
Issue Date: November 13th, 2023

1. Purpose

This Request for Proposal (RFP) by the Sevier Solid Waste Inc (SSWI) is for Municipal Solid Waste Disposal Service. SSWI County is seeking proposals for unit pricing from qualified companies for disposal of municipal solid waste to a designated and permitted Class I Landfill. Solid Waste will originate in Sevier County and will serve as an alternative when the authority's composting plants are in overflow status. The Authority estimates 15,000 yearly tonnage that will necessitate transport to an alternative landfill.

2. Proposal Submittals

Proposals must be received by **02:00 P.M. on December 19th, 2023.**

Proposals should be submitted to
Sevier Solid Waste, Inc.
P.O. Box 4520
Sevierville, TN 37864

Alternatively, proposals will be accepted no later than **2:00 P.M. on December 19th, 2023** when hand delivered to
Sevier Solid Waste, Inc.
1831 Ridge Road
Pigeon Forge, TN 37863

All proposals must be delivered in a sealed envelope containing the proposal must show the Proposal Name, Proposals for Solid Waste Services for Sever Solid Waste Incorporated."

Proposals will be publicly opened at **(09:00 AM December 20th, 2023)**. The location of the opening will be:
Sevier Solid Waste, Inc.
1831 Ridge Road
Pigeon Forge, TN 37863

3. General Specifications

SSWI operates an industrial composting facility at 1831 Ridge Road, Pigeon Forge, TN 37863. Based on historical and current tonnages SSWI estimates municipal solid waste in need of alternative disposal to be 15,000 tons/year. SSWI can make no guarantees and representations that the current estimated daily and annual tonnages will remain similar in the future.

4. Submittal Instructions

Any exceptions to the specifications of this request are grounds for rejection of the proposal. SSWI reserves the right to reject any or all bids, or to accept the bid that in the opinion of the Solid

SSWI

Waste Committee is in the best interest of the County.

- 1) Bids must be presented using the attached *Bid Sheets*.
- 2) Proposals must be plainly marked "Proposals for Solid Waste Services for Sever Solid Waste Incorporated."
- 3) Proposers must submit five (5) copies of the Proposal. SSWI is not liable for any cost incurred by the bidder in connection with the preparation of submission of a proposal.

Prospective bidders are encouraged to submit questions in writing or in email regarding this proposal. All questions received by **12:00 P.M., December 4th, 2023** will be answered in writing and supplied as an addendum to this RFP, available upon request beginning **12:00 P.M., December 11th, 2023**. The addendum must be requested by **12:00 P.M., December 14th, 2023**. Send all written questions in email to debra@seviersolidwaste.org.

SSWI reserves the right to accept any proposal and to reject any and all proposals, should it be deemed in the best interest of the Authority to do so. Proposals received via email or fax or after the opening time will not be considered.

5. Scope of Services

SSWI is requesting Proposals for:

The price per ton for disposal of municipal solid waste in a designated and permitted Class I Landfill. All additional fees, surcharges, and taxes must be identified in the proposal in the price per ton quoted.

6. Contract Terms and Conditions

This RFP seeks bids for a five-year contract for Municipal Solid Waste Disposal Service for Sevier Solid Waste Inc. The contract shall commence **March 1st, 2023, and end on March 1st, 2028** with the option to renew assuming both parties are in agreement for one additional five-year period.

a) Reservation of Rights

SSWI reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Solid Waste Committee; and/or to negotiate with any proposer(s) regarding any terms of their bid, with the intent to achieve a bid that is deemed by SSWI to be in its best interests.

SSWI reserves the right to accept any bid and to reject any and all bids, should it be deemed in the best interest of the Authority. SSWI reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations.

b) Assignment or Subletting

No payment shall be assigned in whole or in part by the successful proposer, nor shall any part of the work be sublet by the successful proposer, without the prior written consent of SSWI, and such consent shall not relieve the successful proposer from full responsibility and liability for the work and for the due performance of all terms and conditions of the Contract.

SSWI

c) Licenses and Taxes

The successful proposer shall obtain all licenses and permits required by SSWI and the State of Tennessee, and promptly pay all taxes required by the federal, state and/or county authorities.

d) Unit Prices Quoted

Prices quoted and listed on the proposal bid sheets shall remain fixed for the Contract period. All additional fees shall be included or described on the bid sheet provided as Attachment A.

e) Payment

The successful Proposer will work with SSWI to determine acceptable payment terms and frequencies. Invoices must clearly state the tons of waste weighed per load, the cost per unit for disposal, and any surcharges or additional unit costs.

f) Service Contract with Awardee

All items identified in this Request for Proposals must be included with the Proposal. The proposer's written material submitted in response to this Request for Proposal will be included as part of the Contract. All Contracts between the parties shall be governed by and enforced in accordance with laws of the State of Tennessee.

g) Termination

The Contract may be terminated by SSWI with **ninety (90) days** written notice for: (1) failure to comply with terms and conditions of this Contract, or (2) unsatisfactory performance of service, or (3) lack of adequate funds to cover service costs.

h) Nondiscrimination

The successful Proposer shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

i) Indemnity

The successful Proposer will indemnify and save harmless SSWI, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees. The proposer will also indemnify SSWI against any expense, liability or payment damage for property or personal injury, including death and injuries to the proposer's employees.

j) Availability of Funds

Payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.

k) Governing Laws

This contract is made under and shall be governed and construed in accordance with the laws of the State of Tennessee.

l) Incurred Costs

SSWI will not be liable in any way for costs incurred by any respondent in the preparation and submission of this RFQ, nor for the presentation of its qualification and/or participation in any required meetings, discussions, or negotiations.

m) Open Records Act

SSWI is subject to the Tennessee Open Records Act 10-7-503 et seq. and TCA 10-7-504 (a)(7) which states "Proposals received pursuant to personal service, professional service, and consultant service contract regulations, and related records, including evaluations and memoranda, shall be available for public inspection only after the completion of evaluation of same by the state. Sealed bids for the purchase of goods and services, and leases of real property, and individual purchase records, including evaluations and memoranda relating to same, shall be available for public inspection only after the completion of evaluation of same by the state."

n) Affirmative Action

The Contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

o) Insurance Coverage and General Requirements

The firm agrees to obtain and maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the firm's standard business practices and acceptable to SSWI. Upon award, the firm shall provide SSWI with Certificates of Insurance evidencing such insurance. The Insurance Checklist is provided as Attachment B.

p) Waiving of Informalities

SSWI reserves the right to waive minor informalities or technicalities when it is in the best interest of the Authority.

q) Conflict of Interest and Non-Collusion

By submission of the attached affidavit the contractor asserts that none of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against SSWI or any person interested in the proposed award or agreement. All respondents must complete and submit with their response the Affidavit of Compliance and Non-Collusion, attached to the RFQ as Attachment C.

r) Iran Divestment Act

By submission of this RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated 12-

SSWI

q12-106. All respondents must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFQ as Attachment D.

s) Non-Boycott of Israel Certification

By submission of this RFQ, the Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. All respondents must complete and submit with their response the Affidavit of Compliance with the Non-Boycott of Israel, attached to this RFQ as Attachment E.

7. Proposer's Regulatory Responsibilities

The landfill identified by the proposer shall comply with all federal, state and local laws, ordinances and regulations, including the rules, regulations and guidelines promulgated and adopted by the Tennessee Underground Storage Tanks & Solid Waste Disposal Control Board and the Tennessee Department of Environment and Conservation. SSWI assumes no responsibility for waste once accepted by the designated landfill.

8. Proposer's Administrative Responsibilities

The successful proposer shall provide weight tickets of each load accepted by the Class I Landfill. Invoicing and Payment procedures shall be established prior to the contract signing and have terms clearly outlined and mutually acceptable by both parties.

9. Assurances by the Authority

Municipal Solid Waste will arrive as compacted waste collected through municipal routes or drop off locations. SSWI members will transport waste to the determined landfill in either front-end loaders, rear loaders, or roll off trucks with stationary compactors.

SSWI will not bring hazardous waste, construction and demolition debris, brush or any other material that is not acceptable for disposal with regular household solid waste as regulated by SSWI or the State of Tennessee.

SSWI

ATTACHMENT A: PROPOSAL FORM--

Proposal for Solid Waste Disposal Services for solid waste collected from Sevier County and hauled by SSWI public members (Sevier Co, Sevierville, Pigeon Forge, Gatlinburg).

DISPOSAL: Cost Per TON to Dispose of SSWI Solid Waste in a Class I Landfill

Year 1	Year 2	Year 3	Year 4	Year 5

FUEL OR OTHER SURCHARGES AND ESCALATORS: List Additional Fees or Charges (Cost/Ton or Cost/Unit)

Year 1	Year 2	Year 3	Year 4	Year 5

Additional Fee

Description:

SSWI will pay no additional charges outside the per ton bid prices listed here. SSWI will furnish all equipment and perform all transportation of municipal solid waste from SSWI collection routes and facilities to the Class I Landfill Disposal Site.

CLASS I Landfill Disposal Location and TDEC SNL NUMBER:

Proposer Name and Title

Proposer Signature

Address, Telephone, and Email

ATTACHMENT B: INSURANCE REQUIREMENTS

COVERAGES REQUIRED	MINIMUM LIMITS
Worker's Compensation	Statutory Tennessee Limits (Proprietor/Partners/Executive Officers Exclusion Not Allowed)
Employer's Liability	\$100,000/Accident, \$100,000/Disease \$500,000/Disease Policy Limit
Commercial General Liability	\$1,000,000 CSL BI/PD Per Occurrence \$2,000,000 Annual Aggregate
Premises/Operations	\$1,000,000 CSL BI/PD Per Occurrence \$2,000,000 Annual Aggregate
Automobile Liability; Owned/Hired/ Non-Owned Vehicles	\$500,000 BI/PD Each Accident Uninsured Motorist
Independent Contractors	\$1,000,000 CSL BI/PD Per Occurrence \$2,000,000 Annual Aggregate
Products Liability	\$1,000,000 CSL BI/PD Per Occurrence \$2,000,000 Annual Aggregate
Completed Operations	\$1,000,000 CSL BI/PD Per Occurrence \$2,000,000 Annual Aggregate
Contractual Liability	\$1,000,000 CSL BI/PD Per Occurrence \$2,000,000 Annual Aggregate
Personal and Advertising Injury Liability	\$1,000,000 Per Offense \$2,000,000 Annual Aggregate
Umbrella Liability	\$10,000,000 Bodily Injury, Property Damage and Personal Injury
Pollution Liability	\$10,000,000 CSL Per Occurrence

- ❖ Carrier Rating – Best's Rating A-VII (Equivalent or Better).
- ❖ Umbrella Coverage must attach to underlying limits of all policies.
- ❖ Certificate of Insurance shall name Sevier Solid Waste, Inc during the contract period.
- ❖ Sevier Solid Waste, Inc. shall be named as additional insured on all the above policies (except Worker's Compensation).

SSWI

ATTACHMENT C COMPANY AFFIDAVIT

COMPANY AFFIDAVIT AND NON-COLLUSION

The affiant states with respect to this Proposal to Sevier Solid Waste Industries, Tennessee:

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

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

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

I further recognize that SSWI reserves the right to make its award for any reason considered advantageous to the authority. The company may be selected without respect to price alone, and will include other factors.

Signature _____

Date _____

Name _____

Phone _____

Title _____

Firm Name _____

Type of business organization (For example: corporation, LLC, partnership, proprietorship)

Address

SSWI

ATTACHMENT D

AFFIDAVIT OF COMPLIANCE WITH IRAN DIVESTMENT ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

(To be submitted with bid)

I, _____, President or other Principal Officer
of _____, swear or affirm that the

(Name of Company) _____

is in compliance with Tennessee Code Annotated § 12-12-106, in effect at the time of this submission.

COMPANY NAME _____

(President of Principle Officer) _____

NAME (PRINT) _____

PHONE _____

TITLE _____

DATE _____

ATTACHMENT E

Non-Boycott of Israel Certification

I, _____, President or other Principal Officer
of _____, swear or affirm that the

(Name of Company) _____

is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

COMPANY NAME _____

(President of Principle Officer) _____

NAME (PRINT) _____

PHONE _____

TITLE _____

DATE _____

SSWI

ATTACHMENT F: PROPOSAL RESPONSE CHECKLIST

Please make sure all the following documents are included in your proposal. Incomplete proposals will be disqualified.

Included

Bid Sheet	Yes____	No_____
Proof of Insurance Coverage	Yes____	No_____
Company Affidavit Non Collusion/Conflict	Yes____	No_____
Company Affidavit Iran Divestment	Yes____	No_____
Company Affidavit Non Boycott of Israel	Yes____	No_____