

Loudon County Solid Waste Disposal Commission Request for Qualifications

Pat Hunter, LCSWDC Chair
100 River Road, Suite 110
Loudon, Tennessee 37774

Phone 865-988.5510
Hunterp@loudoncounty-tn.gov

Request for Qualifications Number Legal Counsel/Services for 2022-450

Loudon County Solid Waste Disposal Commission(LCSWDC)

THE LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION (LCSWDC) IS SOLICITING QUALIFICATIONS FROM QUALIFIED PROFESSIONAL FIRMS TO PROVIDE LEGAL COUNSEL TO THE LOUDON COUNTY SOLID WASTE DISPOSAL COMMISSION (LCSWDC).

SUBMISSION OF YOUR RESPONSE MUST BE MARKED “**LEGAL SERVICE.**”

PLEASE SEND TO: HunterP@loudoncounty-tn.gov
DEADLINE FOR SUBMISSION IS DECEMBER 30, 2022, AT 4:30 PM.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY.

ANY QUESTIONS OR CONCERNS REGARDING THE PROPOSAL SHOULD BE DIRECTED TO PAT HUNTER AT 865-988-5510, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM

NAME
Request for Qualification
Legal Counsel/Services for
Loudon County Solid Waste Disposal Commission (LCSWDC)
2022-450
Opening: January 4, 2023

FIRM INFORMATION

Firm Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Telephone Number _____ Fax Number _____

Email Address _____

Authorized By: (Please print) _____

Authorized Signature _____

Loudon County Solid Waste Disposal Commission
Request for Qualifications
Legal Counsel/Services for
Loudon County Solid Waste Disposal Commission
Number 2022-450
Opening Date: JAN 4, 2023, at 3:30 PM

SECTION 1 GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** ALL requests for additional information **MUST** be routed to the Loudon County Solid Waste Disposal Commission, Pat Hunter at 865-988.5510 and emailed to HunterP@loudoncounty-tn.gov
2. **CONFLICT OF INTEREST:** Vendor, by submitting a signed proposal, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any services provided or work contemplated or performed relative to the agreement.*** A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier of services under County contracts.
3. **NON-COLLUSION:** The enclosed proposal shall not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. Response to this solicitation must include with their proposal the enclosed Non-Collusion Affidavit.
4. **NON-DISCRIMINATION:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. 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. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
5. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Loudon County Government that all its services and activities be administered in conformance with the requirements of Title VI – “Nondiscrimination in Federally Assisted Programs” – No person in the United States shall, on the ground of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq.
6. **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of 30 days be required to process invoices for payment.
7. **TAXES:** Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
8. **PROPOSER’S QUALIFICATIONS:** Proposers must provide satisfactory evidence of their ability to furnish these services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the Proposer’s ability. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9. SUBCONTRACTING: LCSWDC will award this proposal to one vendor. The successful vendor may not reassign the "award agreement", its obligations or rights" hereunder to any party without the written consent of LCSWDC. If the proposal includes the use of subcontractors, Proposers should identify the specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor would perform services.
10. SUBMISSION OF PROPOSAL: LCSWDC will accept electronically transmitted proposals.
11. At the specified date and time, the names of Proposers submitting proposals will be read aloud but information in the proposals will not be made public until after the evaluation process and award(s) are made at which time all proposals will become available for public viewing. Late proposals will not be accepted.
12. INFORMED BIDDER: Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidder's own risk and they cannot secure relief on the plea of error.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. REMEDIES: LCSWDC shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys' fees.
2. REJECTION OF PROPOSALS: The LCSWDC shall reject any proposal that is determined to be non-responsive. The LCSWDC also reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due LCSWDC.
3. WAIVING OF INFORMALITIES: LCSWDC reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Loudon County.
4. POSTPONEMENT: The LCSWDC reserves the right to postpone the opening of any proposal under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.
5. AWARD: It is the intention of LCSWDC to award this RFQ to the most responsive, responsible proposer meeting specifications, who presents the service that is in the best interest of Loudon County. LCSWDC reserves the right not to award this request for qualifications.
6. AWARD PROTEST PROCEDURE: LCSWDC has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review.
7. SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

8. COMPLIANCE WITH ALL LAWS: By submitting a response to this RFQ the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of services.
9. GOVERNING LAW: The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
10. DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, LCSWDC may terminate this contract immediately in whole or in part and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, LCSWDC reserves the right to purchase its requirements elsewhere, with or without competitive proposal.
11. TERMINATION: LCSWDC may terminate an agreement that was the result of this RFQ with or without cause at anytime. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
12. APPROPRIATION: In the event no funds are appropriated by LCSWDC for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year. With no further obligation owed to or by either party including; any retainer (refundable) being returned.
13. IDEMNIFY AND HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Loudon County Government, its officers, agents and employees from all suites, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission of commission of Contractor, its subcontractors, suppliers, agents or employees.

The County will not indemnify, defend, or hold harmless in any fashion the Contractor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

SECTION III SCOPE OF WORK

Loudon County Solid Waste Disposal Commission (LCSWDC) is soliciting Request for Qualifications for Legal Counsel on behalf of the Loudon County Solid Waste Disposal Commission (LCSWDC). The LCSWDC has a primary interest in selecting legal counsel in protecting the commission and interest in responsibilities to the public and community.

The attorney, or firm, must be licensed in the State of Tennessee, admitted in state and federal bar and practice with more than then (10) years' experience and preferrable, but not limited to significant experience in environmental law, land use conflicts, and solid waste processing and landfill laws in the State of Tennessee and how these are applied. Experience as a trial attorney and litigating contract issues.

A qualifying attorney would not have represented Santek Environmental, Waste Services, Republic, Waste Management, BFI, Allied or any of its subsidiaries or parent companies or affiliates. The selected attorney must not have a conflict of interest regarding these services to LCSWDC.

Responses must include the following:

- Resume with outline of work experience

- References – names and contact information for three (3) professional references
- Copy of bar certification

Non-Collusion Affidavit

State of _____ : **RFQ No. 2022-450**

County of _____ :

I state that I am _____ of _____
(Title) (Name of Firm)

Of the firm that has submitted the attached Proposal and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.

I state that:

- (1) The response to this Request for Qualifications have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of these services, neither the approximate price(s) nor approximate amount of these services, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.
- 5) _____, its affiliates, subsidiaries, officers, directors and
(Name of Firm)
 employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____, understands and acknowledges that the above
(Name of Firm)

representation are material and important and will be relied on by Loudon County Solid Waste Disposal Commission (LCSWDC) in awarding the contract(s) for which this RFQ is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Loudon County Solid Waste Disposal Commission true facts relating to submission of RFQs for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
 BEFORE ME THIS _____ DAY
 OF _____, 19____

NOTARY PUBLIC

My commission Expires: