



**REQUEST FOR PROPOSAL(S)
FOR THE CITY OF MT. JULIET, TN**

Request for Quote for Cell Phone Recycling

Issued By:

**City of Mt. Juliet, TN
2365 N. Mt. Juliet Rd.
(615) 754-2554**

Date of Issue: Sept 26, 2013

Proposal Due Date: Oct 09, 2013 Time 2:00PM CDT

**Proposals must be in sealed envelope
Clearly Marked "Cell Phone Recycling"
Dated "Oct 09, 2013"**

Delivered to:

**Attn: Finance Director
City of Mt. Juliet
2365 N. Mt. Juliet
Mt. Juliet, TN 37122
NLT 2:00PM CDT 10/09/2013**

**City of Mt. Juliet Finance Department
2365 N. Mt. Juliet Rd Mt. Juliet, TN
Phone 615-754-2554 Fax 615-754-7225**



General Bid Information

Sealed proposals for cell phone recycling for the City of Mt. Juliet will be received at the office of the City Mt. Juliet Finance Department at 2365 N. Mt. Juliet Road, Mt. Juliet, Tennessee 37122, Attention: John Rossmair, on or before 2:00 PM on Wednesday, October 9, 2013, and immediately thereafter all bids will be publicly opened and read aloud. Please contact Travis Taylor at 615-773-6251 should you have any questions.

Background of the City of Mt. Juliet, TN

The City of Mt. Juliet, TN is located in the Nashville, TN metropolitan area. It has a population of over 25,000 and is one of the fastest growing cities in the State of Tennessee. The city has 4 elected commissioners and an elected mayor, which comprise the governing body. The governing body hires a professional City Manager as the chief administrative official. The City Manager is responsible for all city personnel. The city currently provides public safety, building inspection and codes enforcement, public works, parks and recreation, and administrative functions.

Proposal Forms

Two paper copies of the proposal are required; All proposals must include on the outside of the envelope, the name of the proposal, the proposal due date, and the bidders license number when applicable.

Submission

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Request for Bid; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee; and any other applicable laws, regulations and requirements. Bidder will show evidence of license, expiration date and classification when applicable.

Quote Rejection

The City reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities. The city reserves the right to utilize commercially advertised and available resources if deemed to be in the city best interest.

Payment for City Purchases

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Where applicable, invoices will be paid in full within 30 days after satisfactory completion of work invoices, receipt of the invoice, approval, and acceptance.

Vendor Tax ID Number

If goods or services procured through this RFP are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the City of Mount Juliet before payment will be made.

Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency's" as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Compliance

In the performance of a contract that results from this RFP, the contractor must comply with all applicable federal, state and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state and borough taxes.

Suitable Materials, ETC.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture. Unless otherwise specified in the RFP, product brand names or model numbers are examples of the type and quality of product required, and is not statements of preference. If the specifications describing an item conflict with a brand name or model number, describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide specifications and descriptive literature may be cause for rejection of the offer.

Firm Offer

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For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of quote opening or the date of complete delivery of the order placed whichever is later.

Quote Preparation Costs

The City is not liable for any costs incurred by the bidder in quote preparation.

Contract Funding

Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

Conflict of Interest

An officer or employee of the City of Mount Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

Contract Extension

Unless otherwise provided in this RFP, the City and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options will be considered as a month –to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

Default

In case of default by the contractor, for any reason whatsoever, the City of Mount Juliet may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

Continuing obligation of Contractor

Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

Billing Instructions

City of Mt. Juliet Finance Department
2365 N. Mt. Juliet Rd Mt. Juliet, TN
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Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

Scope of Services

The contractor shall be responsible for duties including, but not limited to, the following:

1. Adherence to all US Department of Defense Directives for scrubbing BlackBerry devices.
2. On-site SIM and external memory card micro-shredding.
3. Provide Certificate of Data Destruction.
4. Contractor shall pay for shipping of all the phones to the recycle facility.
5. Contractor shall bid a price to be paid to the city for each recycled phone.
6. Phones shall be accepted for recycling regardless of condition including damaged screens.
7. The city has (40) Blackberry 9650 & (31) Blackberry 9930 eligible to be recycled. The number could move vary by 10%.

Terms:

Payment shall be made to the city within 30 days of shipment.

Please provide three references, along with address, telephone, service dates and a description of services provided. One's standard advertising brochure is likely acceptable.

I acknowledge that I have read and understand, and I am able and available to meet the terms and conditions of the request for proposals for the City of Mt. Juliet phone recycle services.

Signature: _____

Date: _____

Please attach additional pages as needed.

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