

**CITY OF CROSSVILLE, TENNESSEE**

**CONTRACT DOCUMENTS**

**AND**

**SPECIFICATIONS  
FOR  
SOLID WASTE COLLECTION AND  
DISPOSAL SERVICES**

Date: May 3, 2022

## **REQUEST FOR BIDS**

### **For Solid Waste Collection & Disposal Services City of Crossville, Tennessee**

Sealed Bids will be received by the City of Crossville, Tennessee, for collection and disposal of solid waste in the City Clerk's Office at City Hall, 392 N. Main St., Crossville, Tennessee 38555, on or before Tuesday, June 21, 2022, 2 p.m. CDT. The envelope containing the bid must be sealed and plainly marked "Bid for Solid Waste Collection and Disposal Service." They will be publicly opened and read.

**A mandatory pre-bid conference shall be held at City Hall at 2 p.m. CDT on Monday, June 7, 2022.**

Bids must be made on the Bid Forms and in accordance with Instructions to Bidders. The defined terms appearing in the General Specifications apply to all Contract Documents.

A bid bond or certified check must accompany the bid, in accordance with the Instructions to Bidders.

The City reserves the right to reject any or all bids regarding the collection and disposal of solid waste, to waive irregularities and/or informalities in any Bid, and to make an award in any manner, consistent with law, deemed in the best interest of the City, including separate awards for solid waste and yard waste.

Date: May 3, 2022

# **INSTRUCTIONS TO BIDDERS**

## **SOLID WASTE COLLECTION & DISPOSAL SERVICES**

### **1. RECEIPT AND OPENING OF BIDS**

The City of Crossville will receive Bids on the forms attached hereto, all information on which must be appropriately completed. Bids will be received in the City Clerk's Office at City Hall until 2 p.m. CDT on Tuesday, June 21, 2022, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Bids must be sealed and addressed to City Clerk, City of Crossville, and plainly marked "Bid for Solid Waste Collection and Disposal Services."

### **2. PREPARATION OF THE BID**

All Bids shall be made on the Bid Form attached hereto and shall give the amount of bid for work and must be signed by the Bidders. All blank spaces in each Bid Form together with appropriate schedules must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

Each Bid, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Bid for Solid Waste Collection and Disposal Services." The City may consider as irregular any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof.

Any Bid received after the time and date specified above shall not be considered.

### **3. BID SECURITY AND EVIDENCE OF INSURANCE**

Each Bid must be accompanied by a bond or a certified check of the Bidder in an amount equal to five (5) percent of the Base Bid for the first year. The total shall include Residential and Municipal pick-up and disposal, as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract on the attached form, to do the work covered by such Bid and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Bidder have executed the Contract, or, if no Bidder's Bid has been selected within ninety (90) days after the date of the opening of Bids, upon demand of the bidder at any time thereafter, so long as it has not been notified of the acceptance of its Bid.

Each Bid must also be accompanied by a certificate of insurance evidencing the coverage set forth in Section 12.00 of the General Specifications.

**4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when formal notice of award has been mailed by the City to the lowest and best Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract has been awarded will be required to execute three (3) copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's bid security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Bidder or the work re-advertised for Bids, as the City may elect.

**5. SECURITY OF PERFORMANCE**

The Bid shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Bid in the event it is the successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Bidder will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in the amount indicated in Section 13.00 of the General Specifications.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.

**6. POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **7. SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the General Specifications and Bid, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

## **8. CONDITIONS**

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications. It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect the work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his Bid or to the Contract. The City shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## **9. ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to Greg Wood, City Manager. Any verbal statements regarding same by any person prior to the award, shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Bids will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Bids.

## **10. NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER**

The bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Bid the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid.

Anyone signing a Bid as an agent of another or others must submit with his Bid, legal evidence of his authority to do so.

## **11. COMPETENCY OF BIDDER**

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

- A. The City shall require submission with the Bid the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:
  - a. An itemized list of the Bidder's equipment available for use on the Contract.
  - b. A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and general available) certified by a recognized firm of independent certified public accounts.
  - c. Evidence that the Bidder is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Tennessee or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.
  - d. Evidence, in form and substance satisfactory to City, that Bidder (or Bidder's subsidiaries or affiliates has been in existence as a going concern for in excess of five (5) years and possesses not less than five

- (5) years actual operating experience as a going concern in refuse collection and disposal.
- B. In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:
- a. Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
  - b. Evidence, in form and substance satisfactory to City, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
  - c. Evidence, in form and substance satisfactory to the City, that Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
  - d. Such additional as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.
- C. The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

## **12. DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- A. Evidence of collusion among Bidders
- B. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted
- D. Default on a previous municipal contract for failure to perform

## **13. BASIS OF THE BID**

Bids for refuse collection and disposal are solicited on the basis of rates for each type of work. Bids will be compared on the basis of the summation of the rates proposed.

## **14. QUANTITIES**

The City estimates that the number of units to be initially served under the Contract is 4,173 Residential. The estimated average tonnage per month is 260 tons. The City makes no representation as to the reliability of its estimate.

## **15. METHOD OF AWARD**

The City reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or

interlineation of the Contract Documents and of the Bid shall render the accompanying Bid irregular and subject to (but not requiring) rejection by the City. The City intends that the Contract shall be awarded within forty-five (45) days following the date that Bids are publicly opened and read to be effective September 1, 2022.

**16. DISPOSAL SITES**

The Bidder shall indicate on the Bid the name and location of the Disposal Site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence reasonable satisfactory to the City that the Bidder, if awarded the Contract, will have the right to use said Disposal Site(s) under and for the duration of the Contract.

**17. PRICES**

The Bidder shall submit unit prices as indicated in the Contract Bid Form. The estimated quantities listed in the Contract Bid Form are for the purpose of comparison and evaluation of Bids.

**18. DISCREPANCIES**

Should any Bidder find any discrepancies in, or omission from, the specifications or other Contract Documents or should the Bidder be in doubt as to their meaning, he shall at once notify the City Manager, City of Crossville, Tennessee, and obtain an interpretation or clarification prior to submitting his Bid. Every request for such an interpretation and clarification shall be made in writing to the City Manager. Any interpretation or clarification given in accordance with this provision shall be in writing.

**19. PREBID CONFERENCE**

A mandatory pre-bid conference shall be held at City Hall at 2 p.m. CDT on Tuesday, June 7, 2022.



# SOLID WASTE COLLECTION & DISPOSAL SERVICES

## GENERAL SPECIFICATIONS

### 1.0 DEFINITIONS

- 1.1 Bags: Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 pounds.
- 1.2 Bin: Metal receptacle that can be lifted and emptied mechanically for use at Municipal Facilities.
- 1.3 Bulky Waste: Used and discarded mattresses and box springs, stoves, refrigerators, water tanks, washing machines, furniture and other normal household appliances. Construction Debris, Dead Animals, Hazardous Waste and Yard Waste (in weights or volumes greater than those allowed for Containers), shall be excluded from the definition of Bulky Waste. All Bulky Waste must be properly decontaminated and free of CFE's Freon and other hazardous constituents and certified as such ("CFE Free") or as required by applicable law.
- 1.4 City: City of Crossville, Tennessee.
- 1.5 Commercial Refuse: All Bulky Waste, Construction Debris, Garbage, and Rubbish generated by a Producer at a Commercial Unit.
- 1.6 Commercial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City listed on the Cumberland County tax rolls as a Commercial structure. Mobile home parks shall also be considered Commercial Units, in accordance with Crossville Municipal Code § 14-404(G)(1). This section does not apply to buildings and facilities owned and operated by the City of Crossville.
- 1.7 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.8 Containers
- (a) Residence – Roll out containers will be provided by the Contractor. Containers will be of such design that they will function with either semi-automated or fully automated collection systems. Containers must have the City of Crossville logo on the outside of the container. At the end of the contract, ownership of all containers will revert to the City and the City agrees to purchase any unused containers from Contractor.
  - (b) Commercial
    - i. Roll-out containers will be supplied by the Contractor
    - ii. Contractor may supply front-end loader commercial dumpsters to City customers, or customers may supply them
- 1.9 Contract Documents: The Request for Bids, Instructions to Bidders, Contractor's Bid, General Specifications, the Contract Performance

Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

- 1.10 Contractor: The person, corporation, or partnership performing Refuse collection and disposal under contract with the City.
- 1.11 Dead Animals: Animals or portions thereof equal to or **less** than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.12 Disposal: A refuse depository including, but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed and permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.
- 1.13 Garbage: Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Yard Waste.
- 1.14 Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. No hazardous waste is included in this Bid.
- 1.15 Municipal Facilities: All buildings and facilities owned and operated by the City of Crossville.
- 1.16 Producer: An occupant of a Residential, Commercial Unit, or Municipal Facility who generates Refuse.
- 1.17 Refuse: This term shall refer to Residential, Commercial, or Municipal Garbage, Bulky Waste, Construction Debris, Rubbish and Yard Waste generated at a Residential, Commercial, or Municipal Facilities unless the context otherwise requires.
- 1.18 Residential Refuse: All Garbage, Rubbish, Bulky Waste, and Yard Waste generated by a Producer at a Residential Unit.
- 1.19 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than **two (2)** families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium/apartment dwelling, whether of single or

multi-level construction, consisting of less than two (2) contiguous or separate single-family units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Mobile home parks shall be treated as Commercial and provide individual containers or dumpsters sufficient to service all park residences as outlined in Crossville Municipal Code § 14-404(G)(1).

- 1.20 Rubbish: All waste wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, or Hazardous Waste.
- 1.21 Yard Waste: All tree trimmings, dead trees, branches, leaves raked to the curb, grass cuttings, garden trimmings, weeds and roots from which all dirt has been removed. Trees and branches shall be a maximum of four (4) feet in length and no more than three (3) inches in diameter.
- 1.22 Apartment Complex: Apartment complexes or condominiums with more than two (2) units shall be considered **Commercial Units**.
- 1.23 Special Commercial Container: Shall mean and include any roll-off or compactor type container constructed for solid waste which must be transported to the sanitary landfill for service.
- 1.24 Special Container: Shall mean and include a dumpster-type container having a capacity of not less than two (2) cubic yards nor more than eight (8) cubic yards which is serviced at the location of use. The container shall be so constructed that it can be handled by the equipment used for collection, as well as being watertight and having a tight-fitting cover or closure. Special containers shall be vermin-proof, including drain plug. The Contractor shall be required to service all customer-owned special containers in use as of the effective date of this contract; provided, however, that the Contractor, at his expense, may substitute another type of special container.

## **2.0 SCOPE OF CONTRACT**

- 2.1 The City of Crossville is requesting Bids for the collection of all waste generated by Residential and Municipal Facilities to be taken to a disposal site. All collection and disposal prices shall be consistent with all terms and conditions of this document.
- 2.2 The work to be done consists of furnishing all supervision, labor, tools, equipment, materials, supplies and services to perform all work necessary to satisfactorily collect refuse from locations within the City of Crossville, Tennessee, collect and transport refuse to a landfill, and perform all other work or services incidental to refuse collection and

transportation services in strict accordance with the terms and provisions of this Contract.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings and obligations hereinafter set forth.

- 2.3** Storms and Other Disasters: The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or similar or different act of God over which the Contractor has no control. In the event of such a flood, tornado or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.
- 2.4** Recycling: The City will accept any proposals for a recycling program to enhance the collection of solid waste. Proposals should include details of the program, including charges for pick-up of recyclables and any associated change in the charges for solid waste.

### **3.0 RESIDENTIAL COLLECTION PROGRAM**

#### **3.1** Service Provided

- (a) Contractor shall provide collection service as defined on the Bid Form for the collection of Residential Refuse to each Residential Unit. Containers and Bags shall be placed at curbside by 6 a.m. on the designated collection day. Central Business district collection may begin earlier than 6 a.m. by mutual agreement between the Contractor and the City.
- (b) Once a week pick-up days shall be established by the Contractor and the City. All waste will be collected at the curb.
- (c) The Contractor shall provide for the special collection from Residential Units of Rubbish, Yard Waste, Brush, Leaves, and Bulky Waste, on a separate Bid Form.
- (d) The Contractor may provide for the special collection of Dead Animals *equal to or less than ten (10) pounds* at Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.
- (e) The Contractor shall provide for the maintenance and repair of all roll out containers. Additional or replacement containers will be provided to the resident by the Contractor at no cost.
- (f) Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval. The Contractor shall publish at its expense at least twice before the start of the contract, a map of such collection routes in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to

time propose to the City for approval, changes in routes or day of collection. Upon the City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Residential Units at least seven (7) days in advance of such changes and place in the local newspaper at least two (2) times.

**3.2** Curbside Collection

The Contractor shall provide rear yard pickup for a maximum of two (2) percent of the total Residential customer count at no extra charge to allow for problems with customers unable to move containers to the right-of-way.

**3.3** Location of Containers and Bags for Collection

As requested by the Bid Form, all Residential collection shall be picked up at the curb. All special collections (i.e. loose leaf collection etc.) from Residential units shall be picked up at the curb. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadway (including alleys). Containers and Bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers and bags shall be placed as close as practicable to an access point for the collection vehicle.

**4.00 MUNICIPAL**

**4.01** Service Provided

(a) Contractor shall provide container collection service for collection at Municipal facilities and City-sponsored events, as specified on the Bid Form.

(b) The Contractor may from time to time provide for the special collection of Dead Animals and Special Waste at Municipal facilities at its sole discretion and upon such terms and conditions as Contractor shall specify.

**4.02** Location of Containers for Collection: Containers shall be placed in an accessible, outside location on a hard surface. The City agrees to the responsibility of agreed upon driving surfaces, and further the contractor is not responsible for any damages as to pavement, curbing, or other driving surfaces from the weight of the Contractor's vehicles providing service at that location.

**5.00 OPERATION**

**5.01** Hours of Operation Collection of Refuse shall not start before 6 a.m. or continue after 8 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonable determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- 5.02 Routes of Collection: Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld.
- 5.03 Holidays: The following shall be holidays for purposes of this Contract:
- New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service as contracted.
- 5.04 Complaints:
- (a) All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.
  - (b) All complaints shall be resolved within twenty-four (24) hours. The Contractor shall maintain forms indicating the time a complaint or request is received, the nature of the complaint or request, the disposition of same, and will provide copies of logs or forms to the City with the monthly report. Such records shall be available for the City inspection at all times during normal business hours. When a complaint is received on the day before a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.
- 5.05 Missed Collections: The Contractor shall call the designated point of contact of the City in the morning and the afternoon each collection day to obtain missed units. A system of notification shall be established between the City and Contractor for resolution of problem collection points.
- 5.06 Collection Equipment: The Contractor shall provide an adequate number of new or used vehicles for regular collection services.
- (a) All used equipment shall be of reasonable repair and appearance and will be subject to rejection by the City. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.
  - (b) The Contractor must provide proof of ownership, or a signed lease for the duration of the Contract, of all equipment to be used in meeting the requirement of this Contract.
  - (c) Equipment must be properly registered and insured in accordance with Motor Vehicle Laws of the State of Tennessee. Equipment must conform to all Federal, State, and local safety regulations. All equipment shall be maintained by the Contractor.

(d) Alternate equipment must be available to insure the timely and continuous fulfillment of this Contract.

(e) Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

5.07 Office

(a) The Contractor shall maintain an office phone number through which it can be contacted as soon as possible. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 6 a.m. to 5 p.m. on regular collection days.

(b) In addition, the Contractor shall have radio-equipped vehicles for route supervisors and radio equipment in the above-referred-to office to insure prompt and courteous service to the citizens of Crossville.

5.08 Hauling: All Refuse hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.

5.09 Disposal: All Refuse collected for disposal by the Contractor shall be hauled to a permitted landfill. The charge for disposal shall be included in the rate set forth in the Bid for each Unit serviced by the Contractor.

5.10 Notification: The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection.

5.11 Point of Contact: All dealings, contacts, etc., between the Contractor and the City shall be directed to the Contractor:

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and to the City: City Manager, City of Crossville, 392 N. Main Street, Crossville, TN 38555-4275.

5.12 Reports & Data: The Contractor shall maintain records as directed by the City for a monthly report. The Contractor shall meet with the City and shall develop a report form to provide the following information:

(a) Number of Residential customers and number of Municipal Facilities by bin size

(b) Total weight of waste from Municipal Facilities

(c) Listing of complaints

(d) This report will be due within ten (10) business days of the period (month) reporting on

## **6.00 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

## **7.00 EFFECTIVE DATE**

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin September 1, 2022.

## **8.00 NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin, and shall otherwise comply with all applicable anti-discrimination provisions of state and federal laws, rules and regulations and shall hold harmless and indemnify the City, its officers, officials, agents and employees for any failure to so comply.

## **9.00 INDEMNITY**

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

## **10.00 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

## **11.00 TERM/CONTRACT EXTENSION**

The Contract shall be for a five (5) year period beginning September 1, 2022 and ending five (5) years thereafter. Following the initial five (5) year term of this Contract, the Contract may be extended for successive additional five (5) year terms at the option of the City Council; however, notice must be given to the Contractor in writing, not less than one hundred twenty (120) days prior to the expiration of the five (5) year term of the intention to renew or rebid the Contract. If Contractor intends to terminate the Contract or does not seek renewal, Contractor must notify City in writing not less than ninety (90) days prior to the expiration of the term. Any such written notice shall be served by certified or registered mail, return receipt requested.



## 12.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including completed operations/products and contractual liability coverage for the provisions of Section 9.00. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work thereunder. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

*"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."*

In addition, the liability policy or policies shall name the City of Crossville an additional insured.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<b>Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile OR Combined Single Limit (CSL)	\$500,000 each occurrence \$500,000 aggregate \$1,000,000
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$10,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

## 13.00 BOND

### 13.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of the contract for one year (100%) and shall be

renewed each year. The total liability of the Surety shall not exceed the penal sum of the Bond.

- (b) Letter of Intent: The Bidder shall include with their Bid a letter of intent, drafted by a duly authorized attorney-in-fact of a surety company, confirming the fact that a Performance Bond will be provided to the City of Crossville, if the Contractor is the low Bidder. The surety company must be approved or licensed to transact surety business in the State of Tennessee, shall be listed in the latest edition of the U.S. Federal Register, Department of Treasury, Bureau of Accounts, and further, shall have a current rating of "A" or better by A.M. Best Rating Guide. The City shall be the sole judge of the acceptability of the surety company or bank and the form of the security.

The letter of intent shall affirmatively state that the surety under its bond shall be responsible to the City for all monetary damages suffered by the City in securing performance of bidders commitments to the City following any breach of Contract by the Contractor which results in the City's cancellation of the Contract.

- (c) Performance Bond: The successful bidder shall provide within ten (10) days after the official written notice of award has been received, a properly executed Performance Bond made payable to the City of Crossville, Tennessee, in the amount specified in section 13.01(a).

The surety company must be approved or licensed to transact surety business in the state of Tennessee, shall be listed in the latest edition of the U.S. Federal Register, Department of Treasury, Bureau of Accounts and, further, shall have a current rating of "A" or better by A.M. Best Rating Guide. The City shall be the sole judge of the acceptability of the surety company or bank and the form of the security.

Annual renewal of the Performance Bond shall be made ninety (90) days prior to the expiration of the previous year's Performance Bond. **Failure to provide said annual renewal of Performance Bond may result in immediate termination of the Contract and shall obligate surety for all damages sustained by the City in securing performance of Bidder's commitments to the City during the remainder of the term of the Performance Bond.**

- (i) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (ii) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.
- (iii) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety

showing that the bond-premiums are paid in full shall accompany the bond.

- 13.02 Power of Attorney: Attorney-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **14.00 BASIS AND METHOD OF PAYMENT**

### 14.01 Rates

(a) For collection and disposal services required to be performed pursuant to the specifications, the charges shall not exceed the rates as fixed by the Contract Documents.

(b) For special collections of Dead Animals and Special Waste provided by the Contractor pursuant to specifications, the charges are to be negotiated between the Contractor and Producer prior to collection.

### 14.02 Modification to Rates

(a) The fees which are established by Contract shall comply with all provisions of the contract during the life of said Contract. Rate adjustments can be made as specified in paragraphs (b), (c), (d), and (e) below. Any request for compensation adjustments must be submitted, in writing, by May 30, prior to the new budget year and shall become effective on September 1, of said year.

(b) Adjustments in tipping fees can be requested so as to reflect actual changes in cost. In no event will this adjustment be more or less than the actual changes in the fee charged by the landfill. Further, the Contractor agrees to seek the lowest tipping fee available, which would allow these cost savings to be passed on to the City. In no event shall the City pay a higher fee than if they were still providing the collection and disposal service to the citizens of the City.

(c) The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) and a Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline," published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the last day of February of the first year of the contract and every year thereafter (the "Rate Modification Date"), the fee shall be increased or decreased for the ensuing yearly period beginning the September 1<sup>st</sup> immediately following the preceding February 28<sup>th</sup> in the percentage amount equal to ninety (90) percent of the net percentage change of the All Items Index plus ten (10) percent of the net percentage change of the Gasoline Index. For purpose of computing the adjustment to fees charged in this paragraph, the increase or decrease shall be determined by comparing the amount shown on the index for February 28, 2023, to that shown on February 28, 2022 and the index on each February 28<sup>th</sup>, thereafter shall be compared to that of the preceding February 28<sup>th</sup>, and the price adjusted upward or downward

accordingly for the period which runs from September 1 of each year to August 31 of the succeeding year. However, no annual rate increase resulting from the use of this formula shall exceed five (5) percent per year.

(d) There shall be a regular adjustment in the rates. The first adjustment shall be made on September 1, 2023, and shall be repeated at the end of each twelve (12) months thereafter.

(e) A Fuel Surcharge to be assessed upon each month's billing to the City based upon pricing for diesel fuel as published by the Department of Energy ("DOE") for the Midwest Region is permitted. An average of the DOE's weekly-published rates will be computed for a three (3)-month period and the corresponding Fuel Surcharge per Exhibit A will be applied for the succeeding quarter.

14.03 City to Act as Collection: City shall submit statements and collect from all Residential Units for services provided by the Contractor, including those such accounts that are delinquent.

14.04 Delinquent and Closed Accounts: The Contractor shall discontinue Refuse Collection service at any Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regularly scheduled collection day.

14.05 Contractor Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month (*Bill must be received by the City*) and the City shall pay the Contractor on or before the 25<sup>th</sup> day following the end of such month. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service. All billing and payment shall be based on the rates and schedules set forth in the Contract Documents as follows.

(a) Residential Unit Count: Payment for Residential service shall be based on the unit rates as established by contract and a total count of residential customers made in conjunction with the City within the first thirty (30) days of the Contract. This total count of customers shall be deemed correct for the next eleven (11) months of the Contract. At the end of the first year and each subsequent year, the unit count shall be increased or decreased based upon the preceding year's number of building permits or demolition permits that have been issued by the City for Residential Units.

(b) Payment to the Contractor for Municipal Facilities services shall be based on the number of bins of the various sizes and frequency of pick-up that are serviced per month, and will be itemized and billed directly to the City.

## **15.00 TRANSFERABILITY OF CONTRACT**

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor.

**16.00 CONTRACT NOT A FRANCHISE**

It is the understanding and intention of the parties hereto that this agreement shall constitute a Contract for the collection and disposal refuse; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

**17.00 OWNERHIP**

Title to Refuse that the Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Unit, whichever last occurs.

**18.00** The City will supply the successful bidder with a list of Municipal Facilities, with service levels, contact names, and phone numbers for dumpster service and container service.

## CONTRACT

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Crossville, a Municipal Corporation of Cumberland County, Tennessee, (hereinafter called the “City”), and \_\_\_\_\_ (hereinafter called “Contractor”).

### WITNESSETH:

**WHEREAS**, the Contractor did on the \_\_\_\_ day of \_\_\_\_\_, 2022, submit a Bid to provide Solid Waste Collection and Disposal Services within the City and to perform such work as may be incidental thereto;

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a Contract for services within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste Collection and Disposal Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. The Request for Bids
  - b. The Instructions to Bidders
  - c. The Contractor’s Bid
  - d. The General Specifications
  - e. The resolution for the City ordering or authorizing the work and services contemplated herein
  - f. The Performance Bond
  - g. This Instrument
  - h. Iran Divestment Act Acknowledgement
  - i. Title VI Assurance
  - j. Any addenda or changes to the foregoing documents agreed to by the parties hereto
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
  - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

- b. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
- d. The validity, construction interpretation, and performance of this Contract shall in all ways be governed and determined in accordance with the laws of the State of Tennessee, venue being in the Cumberland County Chancery Court.

**IN WITNESS WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Crossville, Tennessee, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF CROSSVILLE, TENNESSEE**

A Municipal Corporation of  
Cumberland County, Tennessee

By: \_\_\_\_\_  
Mayor

ATTEST:

SEAL OF THE CITY OF  
CROSSVILLE, TENNESSEE

\_\_\_\_\_  
City Clerk

**INSERT AWARDED COMPANY NAME**

By: \_\_\_\_\_  
Title

ATTEST:

SEAL

\_\_\_\_\_  
Title

**BID PACKAGE CHECKLIST**  
(Must be submitted with bid)

- Contractor's Bid (5 pages)
- Bid Security
- Certificate of Insurance
- Performance Bond assurance letter
- Itemized list of equipment
- Latest certified financial statement of Bidder
- Evidence of good standing
- Evidence of 5 years of experience in the business
- Evidence that Contractor has authority to use proposed disposal sites
- Iran Divestment Act Acknowledgement
- Title VI Assurance
- Acknowledgements of any addendum(s)



**CONTRACTOR'S BID  
FOR  
SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

Bid of \_\_\_\_\_

\_\_\_\_\_  
(an individual) (a partnership) (a corporation duly organized under the laws of the State of Tennessee)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal Services for the City of Crossville, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

\_\_\_\_\_  
BIDDER

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Principal office address

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail Address

**CITY OF CROSSVILLE**

**BID FORM**

**BASE BID – RESIDENTIAL – SEMI AUTOMATION**

Pick up shall be once weekly per residence at curbside of 95-gallon carts and once weekly at curbside for rubbish and bulky waste. This is for Residential collection. This will be billed directly to the City of Crossville.

A. Collection Portion – Trash  
(per unit per month)                      \$ \_\_\_\_\_

4,173 units x \$ \_\_\_\_\_ x 12 months = \$ \_\_\_\_\_ Annual Total Cost

**CITY OF CROSSVILLE**

**BID FORM**

**BASE BID – RESIDENTIAL – BULKY WASTE**

Pick up shall be limited to once weekly per residence at curbside with a limit of five (5) items. This is for residential collection. This will be billed directly to the City of Crossville.

A. Bulky Waste  
a. (per unit per week) \$ \_\_\_\_\_

B. Disposal Portion  
a. (per unit per week) \$ \_\_\_\_\_

Total collection & Disposal  
b. (per unit per week) \$ \_\_\_\_\_

Billing shall include the date and location of the pick-up.

**CITY OF CROSSVILLE**

**BID FORM**

**ADD ALTERNATE BID – RESIDENTIAL – YARD WASTE**

Pick up shall be year-round per residence. This is for residential collection and will be billed directly to the City of Crossville on a monthly basis.

- A. Yard Waste – Leaves raked to curbside \$\_\_\_\_\_ per home, two (2) times per year
- B. On-Call Pick-ups - Leaves \$\_\_\_\_\_ per home
- C. Yard Waste – Tree trimmings, dead limbs, brush, etc. to be provided year-round at curbside \$\_\_\_\_\_ per home, two (2) times per year
- D. On-Call Pick-ups Brush \$\_\_\_\_\_ per home
- E. Disposal Fee \$\_\_\_\_\_ per home

Invoicing for on-call pick-ups will include date and location.

Schedules shall be published by Contractor for the pick-up of Yard Waste during the Fall and Spring.

*This bid is separate from debris and yard waste occurring from storms and other natural disasters, which shall be negotiated separately.*

**MUNICIPAL COLLECTION FOR  
THE CITY OF CROSSVILLE  
BUILDINGS AND FACILITIES**

**1.0 Collection from buildings and properties with 95-gallon cart**

The City currently supplies carts to all locations. If during this Contract, a cart wears out, the Contractor shall furnish a new cart at no charge. These buildings will be serviced up to three (3) times per week, depending on location. The City will determine the appropriate number of times for each location. Currently, the locations and schedules are:

<b>Location</b>	<b>No. of Carts</b>	<b>Frequency</b>
Crossville Depot	2	1/week
Palace Theatre	2	3/week
Fire Hall #1	3	2/week
Fire Hall #2	2	2/week
City Hall	4	1/week
Police Dept	2	2/week

Collection fee per cart (per pick up) \$ \_\_\_\_\_

Disposal fee per cart (per pick up) \$ \_\_\_\_\_

Total price per cart (per pick up) \$ \_\_\_\_\_

**2.0 Collection from buildings and properties with special containers**

Eight (8)-Yard Dumpster Collection with collection from one (1) to six (6) days per week. The City will determine the appropriate number of times for each location. Currently, the locations and schedules are:

Location	No. of Dumpsters	Frequency
Holiday Water Plant	1	1/month
Meadow Park Water Plant	1	1/month
Centennial Park	1	2/week (March-Oct) 1/week (Nov-February)
Centennial Park	1	As needed in June/July for tournaments
Duer Soccer Complex	1	1/week (March-Oct)
Catoosa Utility Dept.	1	1/month
Public Works	1	1/month

Monthly Rental \$ \_\_\_\_\_

Monthly Collection Fee per pick up \$ \_\_\_\_\_

**3.0 Special Municipal Container (roll-off) collection**

The City currently does not utilize roll-off containers, but is establishing a price if they are needed.

A. Haul rate per pull \$ \_\_\_\_\_

B. Landfill fee per ton \$ \_\_\_\_\_

C. Roll-off rental per month \$ \_\_\_\_\_

**4.0 Disposal Site(s) to be used**

**A. For City Residential Units collection**

a. Name of site: \_\_\_\_\_

b. Owner: \_\_\_\_\_

c. Location: \_\_\_\_\_

d. State Permit Number: \_\_\_\_\_

**B. For Municipal Facilities collection**

a. Name of site: \_\_\_\_\_

b. Owner: \_\_\_\_\_

c. Location: \_\_\_\_\_

d. State Permit Number: \_\_\_\_\_