

**TOWN OF ERWIN
TENNESSEE**

**CONTRACT DOCUMENTS &
SPECIFICATIONS FOR
RESIDENTIAL & COMMERCIAL
SOLID WASTE COLLECTION AND
DISPOSAL SERVICE**

APRIL 2021

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REQUEST FOR PROPOSALS
Solid Waste Collection & Disposal Services
Town of Erwin, Tennessee
211 North Main Avenue.
Erwin, Tennessee 37650

Sealed Proposals will be received by the Town of Erwin, Tennessee, for collection and disposal of residential and commercial solid waste at the Town Hall, Erwin, Tennessee, 211 North Main Avenue, Erwin, TN 37650 on or before April 8, 2021, 10:00 a.m. E.D.T. The work performed under this contract will be that of a professional solid waste collection and disposal service, from July 1, 2021 and through June 30, 2026. Contract will be for five years with one optional five-year renewal.

The envelope containing the proposal must be sealed and plainly marked "Proposal for Residential and Commercial Solid Waste Collection and Disposal Service". The sealed bids, invited by the Town of Erwin, will be received by Travis Bishop, City Recorder, Town Of Erwin, 211 North Main St., Erwin, Tennessee, until 10:00 a.m. E.D.T on April 8, 2021, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable. In making its award, the Town will evaluate, in addition to pricing, administrative capability, equipment on hand and condition, references, work load, disposal plan, and past performance. In short, the lowest price quoted may not win the subsequent award, as these other evaluation criteria are extremely important to the Town and the Town's evaluated decision shall be final. It is the policy of the Town of Erwin that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the Town at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

Proposals must be made on the Proposal Forms and in accordance with Instructions to Bidders furnished by the Town of Erwin.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

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

The Town reserves the right to reject any or all Proposals regarding the collection and disposal of residential and commercial solid waste, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the Town.

Date: March 15, 2021

INSTRUCTIONS TO BIDDERS
RESIDENTIAL & COMMERCIAL SOLID WASTE COLLECTION & DISPOSAL
SERVICES

1. RECEIPT AND OPENING OF PROPOSALS

The Town of Erwin invites and will receive Proposals on the forms attached hereto, on which all information must be appropriately completed. Proposals will be received at Town Hall 10:00 a.m. E.D.T on April 8, 2021, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to Travis Bishop, City Recorder, Town Of Erwin, and plainly marked "Proposal for Residential and Commercial Solid Waste Collection and Disposal Services".

Bidders must furnish the following information in writing with their submission:

- a. Bid Form showing bidder's name, address, quoted price, business license number and date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
- b. Non-Collusion Affidavit
- c. Child Crime Affidavit
- d. Drug-Free Workplace Affidavit
- e. Prohibition of Illegal Immigrants Compliance Affidavit
- f. Iran Divestment Act Certification of Non-inclusion
- g. Form I or Form II to indicate Title VI compliance
- h. Responses for each of the Evaluation Criteria listed in Section 11, Instruction to Bidders.

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of bids for work and must be signed by the Bidders. All blank spaces in each Proposal Form, together with appropriate schedules, must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Bidder on the Proposal 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, in ink, and initialed by the Bidder in ink.

Each Proposal, 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 "Proposal for Residential & Commercial Solid Waste Collection and Disposal Services". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town may consider as irregular any Proposal not prepared and

submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

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

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

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in the amount of \$25,000.00. The total shall be 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 Proposal 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 Town and the selected Bidder have executed the Contract, or, if no Bidder's Proposal has been selected within ninety (90) days after the date of the opening of Proposals, upon demand of the Bidder at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

Each Proposal 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 Town to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have 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 proposal security may be declared forfeited to the Town as liquidated damages. The award may then be made to the next best qualified Bidder or the work re-advertised for Proposals as the Town may elect.

5. SECURITY OF PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the Town stating that the Performance Bond will be furnished by it to the person submitting the Proposal 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 form of the bond is appended hereto.

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 Proposal, including all incidentals necessary to complete fully said work in accordance with the Contract Documents. This contract DOES NOT include the collection/disposal of bulky items, hazardous waste, dead animals, construction debris or recyclables. This contract only includes refuse that fits inside a cart or bin.

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 its 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 Proposal or to the Contract. The Town 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 Town.

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 Town 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 Travis Bishop, City Recorder. 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 Proposals shall become a part of the Contract Documents, and all Proposals 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 Proposals 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 Proposals.

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

The Proposal 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 Proposal.

A corporation shall execute the Proposal 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 Proposal 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 the Bidder's 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 Proposal.

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

11. COMPETENCY OF BIDDER

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

The Town shall require submission with the Proposal of 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 generally available) certified by a nationally recognized firm of independent certified public accountants
- (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 necessary action to become so licensed if its Proposal is accepted
- (d) Evidence, in form and substance satisfactory to Town, 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

In the event that the Town 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 Town, 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 Town, 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 information as will satisfy the Town that the Bidder is adequately prepared to fulfill the Contract

The Bidder may satisfy any or all of the experience and qualification requirements of this Section 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 Proposal:

- (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 PROPOSAL**

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

14. **QUANTITIES**

The Town estimates that the number of units to be initially served under the Contract is 2,700 residential and light commercial customers and 91 commercial (business) customers who use a total of 101 four, six and eight cubic yard bins. The current commercial quantity is ~794 cubic yards per week. The Town makes no representation as to the reliability of its estimate.

15. **METHOD OF AWARD**

The Town reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any

alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the Town.

Therefore, the Town intends to award the Contract within forty-five (45) days following the date that Proposals are publicly opened and read.

16. **DISPOSAL SITES**

All waste will be disposed at the Iris Glen Environmental Center in Johnson City Tennessee unless another disposal site is mutually agreed to between the parties. Bidder shall indicate on the Proposal 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 reasonably satisfactory to the Town 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.

The contract will need to breakout collection cost and disposal costs for residential services. Currently Unicoi County pays for residential tipping for the Town's residents while the Town pays for the pickup.

For the Town's commercial customers using bins, tipping fees and collection services will be paid by the Town of Erwin.

Note: There are commercial customers within the Town that are not Town customers.

RESIDENTIAL & COMMERCIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top with total weight of a bag and its contents not to exceed 35 pounds.
- 1.02 Bin - Metal receptacle (dumpsters) that can be lifted and emptied mechanically for use at Commercial Units.
- 1.03 Commercial Entity – All premises, locations or entities, public or private, requiring refuse collection via use of one or more bins (dumpsters) within the corporate limits of the Town.
- 1.04 Contract Documents - The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.
- 1.05 Contractor - The person, corporation, or partnership performing Refuse collection and disposal under contract with the Town.
- 1.06 Disposal Site - 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.
- 1.07 Light Commercial Entity - All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the Town, not a Residential Unit, for the purposes of this document not using a bin, but, rather, qualifying for residential collection. Light Commercial customers who can be served with once per week collection of no more than two containers qualify for residential collection
- 1.08 Producer - An occupant of a Residential or Commercial Unit who generates Refuse.
- 1.09 Refuse - This term shall refer to Residential and Commercial Garbage generated at a Residential or qualifying Commercial Unit unless the context otherwise requires.

1.10 Residential Unit - A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling 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.

1.11 Town - Town of Erwin, Tennessee

2.00 SCOPE OF CONTRACT

2.01 The Town of Erwin is requesting proposals for the collection of all refuse generated by residential and light commercial units and large commercial customers using bins. NOTE: some large commercial businesses in the Town of Erwin are served by private vendors and are not customers of the Town.

All collection prices shall be firm for the five year period with a defined method for extending for another five years. The Town has the option to accept or reject the additional five year option.

2.02 The work to be done consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect all refuse from locations within the Town of Erwin, Tennessee, collect and transport refuse to a disposal site, 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 Town to comply fully with all provisions, undertakings and obligations hereinafter set forth.

3.00 RESIDENTIAL AND LIGHT COMMERCIAL COLLECTION PROGRAM

3.01 Service Provided

- (a) Contractor shall provide each residential and light commercial customer with one ninety-six (96) gallon container. One additional container per residential or light commercial unit may be purchased by the customer.
- (b) Contractor will provide collection service as defined on the proposal form for the collection of residential and light commercial refuse to each Residential Unit and Light Commercial Entity. Containers shall be placed by 6:00 a.m. on the designated collection day.
- (c) Once a week pick-up days shall be established by the Contractor and the Town.

3.02 Backdoor Collection

The Contractor shall provide rear yard pickup for a maximum of 2% of the total residential customer count at no extra charge to allow for problems with customers unable to move refuse to the right-of-way.

4.00 **COMMERCIAL**

4.01 Service Provided

- (a) Contractor shall provide Bin(s) for 91 commercial customers who use a total of 101 four, six and eight cubic yard bins and generate ~ 794 cubic yards/week of refuse.
- (b) Contractor will provide collection service for the collection of Commercial Refuse to large commercial (business) customers as specified on the proposal form.

4.02 Location of Bins for Collection – Bins shall be placed in an accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect Refuse from Bins not so placed.

5.00 **OPERATION**

5.01 Hours of Operation - Collection of Refuse shall not start before 6:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor or when Contractor reasonably 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 Town 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
Martin Luther King 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 - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.
- 5.05 Missed Collections - The Contractor shall call the designated point of contact of the Town in the morning and the afternoon each collection day to obtain missed units. A system of notification shall be established between the Town 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. All used equipment shall be of reasonable repair and appearance and will be subject to rejection by the Town. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 5.07 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 6:00 a.m. to 5:00 p.m. on regular collection days.
- 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 The Iris Glen Environmental Center in Johnson City, Tennessee unless another disposal site is mutually agreed upon.
- 5.10 Notification - The Town 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 Town shall be directed to the Contractor: _____ (title of position or office) and to the Town: Travis Bishop, City Recorder, Town of Erwin, 211 North Main Avenue, Erwin, TN 37650.
- 5.12 Reports & Data - The Contractor shall maintain records as directed by the Town for a monthly report. The Contractor shall meet with the Town and shall develop a report form to provide the following information:
 - 1. Number of residential customers and number of commercial customers.
 - 2. Total weight of waste from residential and commercial customers.
 - 3. Listing of complaints

6.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specification shall govern the obligations of the Contractor where there exists conflicting ordinances of the Town 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 on July 1, 2021.

8.00 NONDISCRIMINATION

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

9.00 INDEMNITY

The Contractor will indemnify and save harmless the Town, 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 Town, 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 Town.

11.00 TERM

The contract shall be for a five (5) year period beginning upon the execution of this Contract and ending five (5) years thereafter for the collection and disposal of solid waste with an option for a one-time five year (5) year extension under the same terms as the original five (5) year Contract.

12.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage. Prior to the execution

of the contract, the contractor shall provide evidence that all necessary insurance policies are in place and that the Town of Erwin is named as an additional insured for any and all claims arising from the performance of the contract. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town 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."

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

Coverages	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$700,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 aggregate
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. For each type of insurance coverage, the contractor's insurance policies shall name the Town of Erwin as an additional insured.

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 and shall be renewed and adjusted each year to the amount of the contract. The bond can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the Bond.
- (b) 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.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.

13.02 Power of Attorney - Attorneys-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 - 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.

14.02 Modification to Rates - The fees which are established by contract shall not be changed during the life of the contract. Annual adjustments to the contract compensation rates shall be made to cover inflation using the CPI automatic annual cost escalation.

The fee paid by the Town to Contractor may increase each July 1 beginning July 1, 2023 the contract period but by no more than the most currently available Consumer Price Index (CPI) for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services.

Documentation to the satisfaction of the Town must be provided before compensation will be made.

Price adjustments will be allowed by mutual agreement on the basis of unusual changes in Contractor's cost of operation based on revised laws.

- 14.03 Town to Act as Collector - The Town shall submit statements to and collect from all Residential and Commercial Units for services provided by the Contractor, including such accounts as are delinquent.

Where commercial service is direct between the Commercial user and the Contractor, the collection shall direct between the Contractor and the Commercial user. NOTE: Certain Commercial businesses within the Town of Erwin are NOT customers of the town's sanitation services.

- 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 Town. Upon further notification by the Town, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. The Town shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location at the direction of the Town.

- 14.05 Contractor Billings to Town - The Contractor shall bill the Town for service rendered within ten (10) days following the end of the month and the Town shall pay the Contractor on or before the 15th day following the end of such month. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Town 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 and Light Commercial

Payment for Residential and Light Commercial service shall be based on the unit rates as established by contract and a total count of customers made in conjunction with the Town within the first 30 days of the contract. This total count of customers shall be deemed correct for the next 11 months of the contract and shall be adjusted up or down only in cases where the total increase or decrease exceeds 3% from the established count. In subsequent years the total count of customers shall be corrected to actual numbers on the yearly anniversary date of the contract and used the next 12 months and adjusted only if variations exceed 3%.

b. Large Commercial

Payment to the Contractor for Commercial service shall be based on the number of bins of the various sizes and frequency of pick-up that are serviced per month.

- 14.06 Fuel Cost Adjustment - Annual compensation shall be made to the Contractor to cover fuel cost increases beyond the control of the Contractor which exceed the CPI automatic annual cost escalation. At the end of each year, the year's weighted

average fuel price will be calculated as the year's total expense for fuel divided by the total number of gallons. If the weighted average fuel price for the second and each succeeding year of this contract exceeds the product of that for the previous year and the current (most recent) CPI, the difference will be the Fuel Adjustment Factor. This Fuel Adjustment Factor multiplied by the total number of gallons purchased in the latest year will equal the additional compensation due the Contractor. If the weighted average fuel price for the most recent year does not exceed the product of that for the previous year and the most recent annual CPI, no adjustments will be made in compensation due the Contractor. All interpretations of the fuel cost adjustment calculation method shall be made by the Town. Documentation to the satisfaction of the Town must be provided before any fuel cost compensation will be made.

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 Town, which consent shall not be unreasonably withheld; however, 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 OWNERSHIP

Title to Refuse that 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.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2021 by and between the Town of Erwin, a Municipal Corporation of Unicoi County, Tennessee, (hereinafter called the "TOWN"), and _____ (Hereinafter called "Contractor").

WITNESETH:

WHEREAS, the Contractor did on the ____ day of _____, 2021, submit a Proposal to provide Residential and Commercial Solid Waste Collection and Disposal Services within the Town 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 Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential, Light Commercial and Large Commercial 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) Request for Proposals
 - b) Instructions to Bidders
 - c) General Specifications
 - d) Contract
 - e) Performance Bond
 - f) Contractor's Proposal
 - g) Non-Collusion of Prime Bidder

- h) Child Crime Affidavit
- i) Drug-Free Workplace Affidavit
- j) Prohibition of Illegal Immigrant Compliance Affidavit
- k) Iran Divestment Act Certification of Non-inclusion
- l) Assurance of Compliance under Title VI of the Civil Rights Act of 1964
- m) Responses for each of the Evaluation Criteria listed in Section 11, Instructions to Bidders

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 Town 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.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, _____, as of this day of _____, 2021.

TOWN OF ERWIN, TENNESSEE
A Municipal Corporation of
Unicoi County, Tennessee

By:

Mayor

and:

City Recorder

SEAL OF THE TOWN OF
ERWIN, TENNESSEE

ATTEST:

Secretary

By:

"Contractor"

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THE PRESENTS, That we, _____ (hereinafter called "Principal"), as Principal and _____, a corporation organized and existing under the laws of the State of Tennessee and authorized to transact business in the State of Tennessee (hereinafter called "Surety"), as Surety, are held firmly bound unto _____ (hereinafter called "Obligee"), as Obligee, in the penal sum of _____ DOLLARS (\$_____), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, 2021, for Residential and Commercial Solid Waste Collection and Disposal Services, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on his part, free and clear of all liens arising out of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that he may suffer by reason of the failure so to do, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written Notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this ____ day of _____, 2021.

(SEAL)

PRINCIPAL

By:

(SEAL)

SURETY

By:

**CONTRACTOR'S PROPOSAL
FOR
RESIDENTIAL & COMMERCIAL SOLID WASTE COLLECTION & DISPOSAL
SERVICES**

To: The Mayor of the Town of Erwin, Tennessee

Proposal 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 Residential Solid Waste Collection and Disposal Services for the Town of Erwin, does hereby offer to perform such services on behalf of the Town, 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: _____

Principal office address

(TOWN) (STATE) (COUNTY)

TELEPHONE: _____

BID FORM

BASE BID – RESIDENTIAL AND LIGHT COMMERCIAL UNITS

Collection and disposal.

Pick-up shall be in 96 gallon roll out containers and once per week at curbside. Containers furnished and maintained by the Contractor.

	Description Unit	Year 1
A.	Collection of Solid Waste (per Unit per month)	
B.	Disposal of Solid Waste (per Unit per month)	
	TOTAL	

BASE BID – COMMERCIAL

Collection and disposal. Containers furnished and maintained by the Contractor.

Description of the Unit: (Monthly Pricing in the First Year)

NO. of CONTAINERS, SIZE AND FREQUENCY OF COLLECTION	COLLECTION COST (per unit)	DISPOSAL COST (per unit)	TOTAL MONTHLY COST (per unit)
29- four c.y bins one time per week			
9 – six c.y. bins one time per week			
51- eight c.y. bins one time per week			
9- eight c.y. bins two times per week			
3- eight c.y. bins three times per week			

BID FORM

Container Rental Cost per month

CONTAINER SIZE	RENTAL COST PER MONTH
4 c.y.	
6 c.y.	
8 c.y.	

DISPOSAL SITE TO BE USED

NAME: _____

OWNER: _____

LOCATION: _____

Contractor agrees to furnish the Town contracts, agreements or other evidence satisfactory to the Town to the effect that the disposal site has sufficient capacity for the duration of this contract, is properly permitted and licensed, and that the Contractor has a legal guarantee for the use of the disposal site for the duration of this contract.

Method for Extension of Collection and Disposal prices for one five (5) year extension after the initial five-(5) year period as bid:

A one-time five year extension to the original five year contract may be offered to the Contractor under the terms and costs of the original contract as updated using the CPI.

During the five year extension, annual adjustments to the contract compensation rates shall be made to the Contractor cover to inflation using the CPI automatic annual cost escalation. The fee paid by the Town to Contractor may increase each July 1 beginning July 1, 2023 of the contract period but by not more than the most currently available Consumer Price Index (CPI) for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services.

All interpretations of the cost adjustment calculation method shall be made by the Town. Documentation to the satisfaction of the Town must be provided before compensation will be made.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Erwin or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____

CHILD CRIME AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

(2) The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____

DRUG-FREE WORK PLACE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

Title _____

My Commission expires _____

PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____ Date

Executed _____

Printed Name and Title of Person Signing

Notary public:

Subscribed and sworn to me this _____ day of _____ 20____

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the following:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106._Iran_Divestment_Act-July.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this ___ day of ___ 20 ___.

My commission expires: _____

ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the Town of Erwin, TN, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the Town of Erwin, TN and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the Town of Erwin, TN.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized Town personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Town shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the Town. In the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

(Applicant)

By _____ Dated _____

(Title of Authorized Official) Address _____

