

CITY OF BELLE MEADE, TENNESSEE SPECIFICATIONS & BID FORMS

2020-2022 SNOW & ICE REMOVAL CONTRACT

SEPTEMBER 2020

CITY OF BELLE MEADE SNOW & ICE REMOVAL CONTRACT BID SPECIFICATIONS DECEMBER 1, 2020 – NOVEMBER 30, 2022

A. <u>Invitation to Bid</u>

Sealed bids for a two-year contract for the removal of snow and ice and salting of streets within the Belle Meade city limits will be accepted at Belle Meade City Hall, 4705 Harding Road, Nashville, TN 37205 (615-297-6041) on or before 10:00 am CST on Tuesday, September 8, 2020, at which time said bids will be publicly opened and read aloud. Specifications and plans will be available on or after 12 noon, Monday, August 24, 2020 at City Hall or online at https://citybellemeade.org/finance/. Please contact Larry Smith, Public Works Director or Nathan McVay, Assistant Public Works Director at 615-297-6041, lsmith@citybellemeade.org, or nmcvay@citybellemeade.org for questions or information.

The City reserves the right to waive informalities and to reject any and all bids.

B. Information for Bidders

The City of Belle Meade, Tennessee solicits sealed bids for a two (2) year contract for the removal of snow and ice and salting of all streets, or specific areas within the City as instructed by the Director of Public Works.

- 1. Sealed bids will be received by the City of Belle Meade, at City Hall, 4705 Harding Road, Nashville, Tennessee, 37205, at or before *10:00 a.m. C.S.T., on Tuesday, September 8, 2020*, at which time they will be publicly opened and read aloud.
- 2. All bidders must be licensed contractors as required by the Contractors
 Licensing Act of 1976 (TCA Title 62, Chapter 6). No bid will be opened unless the outside
 of the sealed envelope containing the bids provides the following information: the
 contractor's license number, date of the license's expiration, and a quotation of that part of
 the classification applying to the bid. In the case of joint ventures, each party submitting the
 bid must provide this information.
 - 3. Bids must be submitted on the Bid Form enclosed, with Schedules I IV, attached.
- 4. No bidder may withdraw a submitted bid for a period of 60 days after the date set for the opening of bids. The City reserves the right to accept any bid or reject any and/or all bids.
- 5. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the information submitted by, or an investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work stipulated therein.
- 6. Contractor will provide street salting and snow and ice removal services to the City of Belle Meade as often as deemed necessary by the Director of Public Works. These services will be provided and billed according to the rate schedule proposed by the contractor and approved by the City Board of Commissioners.

- 7. Any excessive, out of the ordinary, or unusual accumulation of snow and ice is covered by the price quoted in this agreement under the hourly rate.
- 8. The City requires a two (2) hour maximum response time, unless otherwise directed.
- 9. Schedules V (Population & Residences Served), VI (City Map) and VII (Snow & Ice Removal Policy) are to be used as a guideline only. Belle Meade roads receiving this service do not include state and federal highway segments, Metro road segments, or any private or institutional road segments. The Public Works Director will identify these areas as well as areas that may need special or priority attention.
- 10. The contractor is expected to use all caution and to observe all traffic laws during snow and ice removal operations. However, it is not the intent of the City to require the contractor to continue operations when it would be unsafe. Agreement to cease operations due to unsafe conditions will be determined jointly by the contractor and the Director of Public Works.

C. Conditions

- 1. Indemnity and Insurance Requirements It is specifically understood and agreed between the parties that the Contractor shall indemnify City, defend and save it harmless against any and all claims, causes of action and/or suits which may be presented or brought, arising out of the conduct of the Contractor or any of its employees, servants or agents or subcontractors, in the performance of this agreement. In furtherance of this agreement for indemnity, but not by way of limitation thereof, Contractor shall obtain and keep in effect during the term hereof, and any extension, at his own expense, policies of insurance, indemnifying itself, and the City against all claims, causes of action and other liabilities or whatsoever kind and nature arising out of, or in any way connected with its activities pursuant to this contract, such insurance to cover:
- Workers Compensation benefits as required under the statutory limits for the State of Tennessee.
- General Liability to include damages for Bodily Injury, Property Damage, and Personal Injury in the amount of one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) annual aggregate.
- Automobile Liability to include owned, hired, and non-owned motor vehicles in the amount of one million dollars (\$1,000,000) per occurrence.

IN ADDITION to Insurance Certificates for the above coverages, an ENDORSEMENT NAMING THE CITY OF BELLE MEADE AS AN ADDITIONAL INSURED is required for the Liability and Automobile coverages.

- 2. Bidder shall be required to satisfy the City Manager that they have adequate equipment and experience to perform the contract. At a minimum, bidder must certify that he has back-up equipment available to replace the equipment normally used to perform the contract
- 3. Bidder shall keep a sufficient number of full-time employed personnel satisfactory to the City for carrying out the services required.

4. Escalation / De-Escalation – Prices quoted shall be firm for one (1) year following the effective date of the Contract. Requests for price changes after the firm price period expires may be submitted IN WRITING to the City Manager. Any increase will be based on the Contractor's actual cost increase only, as evidenced by written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain certifiable data establishing or supporting the general industry-wide nature of the change.

At the option of the City, (1) the request may be granted, (2) the Contract may be cancelled and awarded to the next lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the original Invitation To Bid, (3) the Contract may be cancelled and the commodity/service may be re-advertised and bid, or (4) continue the Contract without any change.

The City will accept or reject all such written requests within thirty (30) days of the date of receipt. If approved, the City will notify the Contractor of the date the increase/decrease will be effective. Contractors must honor all purchase orders dated up to thirty (30) days subsequent to the price change request at the original price.

- 5. The City has a right to cancel this contract on thirty (30) days written notice for failure of bidder to properly perform the duties herein.
- 6. The successful bidder shall enter into a written contract prior to December 1, 2020 and provide evidence of insurance at that time (or pre-agreed later date).
- 7. The term of the initial contract would be for two (2) years, beginning December 1, 2020 and ending November 30, 20. After completion of the initial contract period, the contract may be renewed for a period not to exceed one (1) year per renewal for up to two (2) years upon written confirmation from the City and the Contractor. The salt and/or calcium chloride cost can be adjusted at any of the contract renewal dates following the criteria set forth in section B. (4), Escalation/De-Escalation.

D. Qualifications

Bidder must demonstrate to the City that he has the following:

- 1. A minimum of three (3) years' experience in the salting and ice and snow removal business and provide three (3) references of same.
- 2. The Bidder must use operators that possess a valid driver's license for the type vehicle being operated, pass a pre-hire drug screen, and be subject to an annual random drug and alcohol screen.
- 3. Evidence Bidder has access to repair shop facilities with at least one (1) full time mechanic, and contact names and phone numbers of employees that are available 24 hours per day, seven days a week. Additional telephone numbers and personnel names must be provided in case of an emergency.
- 4. Certificate of liability insurance and workers' compensation insurance, as described in Section B Conditions.

- 5. All equipment used by the contractor in clearing and salt distribution activities shall comply with all specifications and requirements of the Federal, State, Metro and Belle Meade governments or any other entity that has jurisdiction thereover.
- 6. This agreement shall not be assigned by the Contractor, except upon the express prior written consent of the City.

BID PROPOSAL

Snow and Ice Removal Contract 2020-2022

FOR: City of Belle Meade

September 8, 2020; 10:00 a.m. CST

Gentlemen:

We the undersigned Bidder, in compliance with your advertisement for bids for the Snow and Ice Removal Contract, having examined the specifications with related documents, and being familiar with all of the conditions surrounding the Contract, hereby propose to furnish all labor, materials, and supplies to perform the duties of the Contract in accordance with the Contract Documents at the prices stated below. These unit prices are to cover all expenses incurred in performing the services required under the bidding instruments, of which this proposal is a part.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract, specifications, and other attachments pertaining to the services required, all of which have been examined by the undersigned.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified. The terms of this agreement shall be for a period of two (2) years with an option for two (2) additional one-year extensions.

The Bidder agrees to	accept therefore as	s complete payment for	or the following ur	nit prices

Name of Bidder (Please Print)	

CITY OF BELLE MEADE SNOW & ICE REMOVAL CONTRACT 2020-2022

BID FORM

Bidde	er/Contracto	r Name:	<u></u>
<u>ltem</u>	Descriptio	n	Rate Per Hour
	<u>EQUIPME</u>	NT SCHEDULE	
1	Tandem or	Tri-Axle Truck with snow equipment & driver	\$
2	Single Axle	Truck with snow equipment & driver	\$
3	Pickup Tru	ck with snow equipment & driver	\$
4	Pickup Tru	ck – no equipment, with driver	\$
5	Bobcat Loa	ader/Skidsteer & operator	\$
6	Backhoe &	operator	\$
	LABOR SC	CHEDULE *See below)	
1	Laborer Class A		\$
	Cla	ss B	\$
	MATERIAL	SCHEDULE	
1	Salt (Ra	te per ton)	\$
2	Calcium Ch	nloride (rate per bag)	\$
*CLAS	SSIFICATION	N OF LABOR:	
	Class A	Unskilled laborer, flaggers	
	Class B	Skilled laborers: Air tool operator, asphalt concrete mixer operator, concrete rubber/e guard rail erector, mechanic's tender, mort operator, pipelayer, sign erector.	edger, fence erector, form setter,

CITY OF BELLE MEADE 2020-2022 SNOW & ICE REMOVAL CONTRACT

BID FORM

The above Equipment prices shall include all labor, overhead, profit, insurance, etc. to cover the finished work of the kinds called for.

Payment for work performed will be in accordance with the bid schedule, subject to changes, if any, provided for in the final contract.

The Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

We, the undersigned Bidder, declare that this proposal is made without connection with any other person or persons making proposals for the same work and that it is, in all respects, fair and in good faith without collusion or fraud.

Respectfully Submitted,		
Contractor		
By Signature of Representative	Print Name	
Title		
Contractor License Number		
Expiration Date of License		

SCHEDULE I

BIDDER'S QUALIFICATION FORM

Date Submitte	d:			
Submitted by: () () ()	(check one) Individual Partnership or Joint Venture Corporation			
	Principal Office Address:			
	Office Representative:			
	Telephone Number:			
	Fax Number:			
If a Corporation	n, answer			
	When Incorporated:			
	In What State:			
	Resident Agent:			
	bmitting this bid warrants that tition within the State of Tennes		s successfully operated	a snow and ice
following comp	ve, the Bidder submitting this loarable or related fields and wi		nat the Bidder has done	business in the
Operational E	xperience of Bidder	_1	Deference Contact	
Entity Service	Period <u>From</u>	a <u>To</u>	Reference Contact Name & Phone	
				
				

SCHEDULE I (CONT'D)

BIDDER'S QUALIFICATION FORM

Have any leases or contracts for the services conducted held by your organization ever been canceled or terminated before the end of the term by either party:

Yes()	No ()
103 ()	140 (

If the answer is yes, state the location and circumstances:

SCHEDULE II

PERSONNEL QUALIFICATION & EQUIPMENT LISTING

Position Qualifications

All bidders shall include a listing with qualifications of personnel who have had experience in operating a comparable system and who have agreed to work for them in the operation of this contract.

Years' Experience

	<u> </u>	·
EQUIPMENT The Contractor must start this co	ntract with equipment tha	at is in excellent working condition.
Equipment to be utilized:		
Make: (1)	(2)	(3)
Model		
Unit #		
Year:		
Make: (4)	(5)	(6)
Model		
Unit #		
Year:		

Name

SCHEDULE III

AFFIDAVIT OF INTEREST

STATE OF TENNESSEE COUNTY OF _____ being first duly sworn deposes and says: That he is an individual doing business under the Individual only: name of _____ at ____the City of State of_____ Partnership of Joint That he is the duly authorized representative of a partnership of joint venture doing business under the Venture Only: name of ______State of Corporation Only: That he is the duly authorized and _____ _____ a Corporation organized and existing under the laws of the State of and that he, said partnership or joint venture, or said corporation, is filing herewith a bid proposal to the City of Belle Meade, in conformity with the attached instructions, Bid Proposal, Qualification Form, Contract, Specifications and Ordinance. Individual: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons financially interested in said proposed contract. Name:

SCHEDULE III (CONT'D)

AFFIDAVIT OF INTEREST

Affiant further says that said partnership or joint venture is represented by the following resident agents in the City of Nashville, Tennessee.

	agents in the City of Nashville, Tennessee.		
Partnership or Joint Venture Only:	Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership or joint venture:		
	Name: Address:		
	Affiant further says that said partnership or joint venture is represented by the following resident agents in the City of Nashville, Tennessee.		
Corporation Only:	Affiant further says that the following is a complete and accurate list of the officers and directors of said corporation.		
	Directors		
President			
Vice President			
Secretary			
Treasurer			
LocalManager/Agent			
And that the following officers a said corporation:	are duly authorized to execute contracts of this nature on behalf of		

SCHEDULE III (CONT'D)

AFFIDAVIT OF INTEREST

Affiant further says that the Bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership Contractor, association, organization or corporation, that such bid is genuine and not collusive or sham, that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other Bidder, or to secure any advantage against the City of Belle Meade or any one interest in the proposed contract, that all statements contained in such bid are true, that said Bidder has not directly or indirectly submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto to any other person, firm, or corporation.

Affiant further says that it has not in the past and will not in the future pay or agree to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure for itself the contract above referred to, to any corporation, partnership, Contractor, association, organization, or to any member or agent therefore or to any individual except bona fide employees of Bidder or bona fide established commercial business or professional agents hired by the Bidder for the purpose of securing advice and information about making its bid.

Further Affiant saith not		
	Signed:	Ву:
		Title:
Sworn to before me and su	ubscribed in my	presence this day of
		Notary Public
		•
My Commission Expires:		

SCHEDULE IV

IRAN DIVESTMENT ACT



Central
Procurement Office

NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of "Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012."

While inclusion on this list would make 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.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

SCHEDULE IV (CONT'D)

IRAN DIVESTMENT ACT

List Date: April 15, 2020

Source: https://www.ogs.ny.gov/iran-divestment-act-2012

- 1. Ak Makina, Ltd.
- 2. Amona
- 3. Bank Markazi Iran (Central Bank of Iran)
- 4. Bank Mellat
- 5. Bank Melli Iran
- 6. Bank Saderat Iran
- 7. Bank Sepah
- 8. Bank Tejarat
- 9. China Precision Machinery Import- Export Corporation (CPMIEC)
- 10. China Oil (China National United Oil Corporation)
- 11. China National Offshore Oil Corporation (CNOOC)
- 12. China National Petroleum Corporation (CNPC)
- 13. Indian Oil Corporation
- 14. Kingdream PLC
- 15. Naftiran Intertrade Co. (NICO)
- 16. National Iranian Tanker Co. (NITC)
- 17. Oil and Natural Gas Corporation (ONGC)
- 18. Oil India, Ltd.
- 19. Persia International Bank
- 20. Petroleos de Venezuela (PDVSA Petróleo, SA)
- 21. PetroChina Co., Ltd.
- 22. Petronet LNG, Ltd.
- 23. Sameh Afzar Tajak Co. (SATCO)
- 24. Shandong FIN CNC Machine Co., Ltd.
- 25. Sinohydro Co., Ltd.
- 26. Sinopec Corp. (China Petroleum & Chemical Corporation)
- 27. SKS Ventures
- 28. SK Energy Co., Ltd.
- 29. Som Petrol AS
- 30. Unipec (China International United Petroleum & Chemicals Co., Ltd.)
- 31. Zhuhai Zhenrong Co.

2020-2022 SNOW & ICE REMOVAL CONTRACT BID SPECIFICATIONS



SCHEDULE IV (CONT'D)

IRAN DIVESTMENT ACT

CONTRACTOR CERTIFICATION

TCA Title 12, Chapter 12 – Iran Divestment Act

TCA Title 12, Chapter 12 – Iran Divestment Act
Date:
Contractor Name
Address
City, State
Contract Name/description: 2020-2022 Snow & Ice Removal Contract
The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Title 12, Chapter 12, Iran Divestment Act, which requires that any vendor submitting a bid or proposal, or who contracts with the state or political subdivision of the state, including a contract renewal or assumption, shall certify the following statement as true under the penalties of perjury: "By submission of this bid, each vendor and each person signing on behalf of any vendor 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 vendor is not on the list created pursuant to TCA Section 12-12-106" (copy attached). In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.
THE CITY OF BELLE MEADE
By: Date:
By: Date: Mayor
(Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.
By: Date:
By: Date: (Contractor's Representative)
Print name of Representative

SCHEDULE V

POPULATION AND RESIDENCES SERVICED

Units Serviced

The City of Belle Meade has a population of approximately 3,000 residents, 32 miles of streets and approximately 1,150 homes.

Street Listing for Salting, Snow & Ice Removal

Belle Meade Boulevard Bellevue Drive South Bellevue Drive West

Carriage Hill
Canterbury Drive
Chancery Lane
Chickering Lane

Chickering Rd. to Chickering Lane

Clarendon Avenue Cornwall Avenue Deer Park Circle Deer Park Drive Drew Place

E. Brookfield Drive
Ellendale Avenue
Enquirer Avenue
Evelyn Avenue
Forsythe Place
Georgian Place
Gerald Place
Glen Eden Drive
Harding Place
Herbert Place
Honeywood Drive
Howell Place
Iroquois Avenue
Jackson Boulevard
Leake Avenue

Lillywood Road

Lynwood Blvd. From Harding Road

To Harding Place Lynwood Lane Lynwood Terrace Millrace Lane Malone Avenue Manor Drive Paddock Lane Park Center Drive

Park Hill

Parmer Avenue Royal Oaks Drive Royal Oaks Place Scotland Place Shepard Place Signal Hill Drive Sunnybrook Drive Sunnyside Drive Sutherland Avenue Truxton Place

Tyne Blvd. To Lynwood Blvd.

Walnut Drive
Warner Place
Webster Lane
W. Brookfield Drive
Westhampton Place

West Tyne Dr. to Nichol Lane

Westview Avenue

SCHEDULE VI

BELLE MEADE CITY MAP

(Attached as a paper document or a digital PDF)

SCHEDULE VII

SNOW & ICE REMOVAL POLICY



CITY OF BELLE MEADE PUBLIC WORKS DEPARTMENT

The Public Works Department has the responsibility for snow and ice removal on City streets. The snow and ice removal is performed by a private service who is under contract with the City. The Public Works Director (PWD) is

responsible for direct supervision of the contractor's crew while they are in the City.

The PWD makes every attempt to have the contracted crew on the City streets in the early stages of a storm and will have them work to apply salt and/or remove snow until the situation is under control. Bridges and primary streets are cleaned first, as well as areas where there are hills and curves that could become hazardous with snow and ice. Please refer to the color coded map and the street listing on this page for areas to be treated initially. All other secondary streets are cleaned at the discretion of the PWD and the City Manager, depending on many factors, including the severity of the storm, forecasted temperatures, and the predicted accumulation of snow or ice. When temperatures are below freezing for an extended period, road salt will not activate to induce melting, so there are times when salt is not applied to the streets.

In order for the contractor to perform snow and ice removal effectively, citizens need to be mindful of the following safety tips:

Please don't drive unless you have to, and if you are out on the road, keep away from the snowplows and salt spreaders. Snowplows usually drive slower than other vehicles. While they are in operation, please stay at least 50 feet away from a snowplow or spreader. This will help ensure safety for both you and the driver. Do not travel alongside of the snowplow. The snowplow could encounter a drift and cause the vehicle to move sideways, or their plow blade could hit a manhole cover or other obstruction, causing the vehicle to swerve. If you're approaching a snowplow, move as far away from the centerline of the road as possible.

Please do not park your car in the street during a snowstorm. This hampers the efforts of the City to plow the streets. Abandoned vehicles left within public rights-of-way in such a manner which is obstructive, will be moved at the owner's expense if attempts made to notify the owner are unsuccessful.

SCHEDULE VII (CONT'D)

SNOW & ICE REMOVAL POLICY

PRIMARY STREETS

- 1. Lynwood Terrace, Lynwood Blvd. to Tyne Blvd.
- 2. Westview Ave. to Tyne Blvd.
- 3. Belle Meade Blvd. to Page Rd. (minimum of one lane each direction is opened first; second lane each way may be plowed at PWD discretion)
- 4. Jackson Blvd. from Harding Rd. to Belle Meade Blvd.
- 5. Leake Ave. from Park Hill to Belle Meade Blvd.
- 6. Tyne Blvd. from Nichol Lane to Lynwood Blvd.
- 7. Park Hill from Deer Park Dr. to Leake Ave.
- 8. Deer Park Dr. from Jackson Blvd. to Belle Meade Blvd.

HILLS AND CURVES

- 1. East Brookfield from 4426 to Chickering Rd.
- 2. Signal Hill Dr. from 4312 to Lynwood Blvd.
- 3. Sunnybrook Dr. from 4313 to Lynwood Blvd.
- 4. Walnut Drive
- 5. Westhampton Pl. from Lynwood Terr. to 110 Westhampton
- 6. Iroquois Ave. from Westview Ave. to Cherokee Circle
- 7. Iroquois Ave. between Belle Meade Blvd. and Enquirer
- 8. Hillwood Blvd from Harding Rd. to bridge
- 9. Clarendon Ave. from Belle Meade Blvd. to Sutherland Ave.

The City reserves the right to modify this snow and ice removal policy at any time or for any storm event depending upon, but not limited to, the weather conditions, intensity/duration of the storm, and accumulation of snow and/or ice.

Please refer comments or questions about the Snow & Ice Removal Policy to:

Larry Smith, Director of Public Works 615-297-6041
lsmith@citybellemeade.org

Nathan McVay, Assistant Director 615-297-6041 nmcvay@citybellemeade.org

**A color map of the City showing the locations of the Primary Streets and Hills and Curves is attached as a paper document or online as a digital PDF document.