



BID SPECIFICATIONS PACKET

CITY OF BELLE MEADE, TENNESSEE

**2022 – 2024 CHIPPER SERVICE,
BRUSH AND LEAF COLLECTION,
TRANSPORTATION AND DISPOSAL**

SEPTEMBER 29, 2022

INFORMATION FOR BIDDERS

CITY OF BELLE MEADE, TENNESSEE - 2022-2024 CHIPPER SERVICE, BRUSH & LEAF COLLECTION, TRANSPORTATION AND DISPOSAL

DATE: September 29, 2022

Sealed bids will be received on or before **10:00 a.m. CST Thursday, October 13, 2022** at **Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205, (615) 297-6041**, for a two (2) year contract for chipper service and brush and leaf collection on all streets, which includes the following:

1. Provide weekly service to all residences, condominiums and multifamily dwellings in the City of Belle Meade, by chipping and/or hauling away all trimmings and prunings placed on the right-of-way and removing and hauling away all bagged leaves and clippings on a Monday, Wednesday and Friday schedule.
2. Emergency right-of-way trimming, tree surgery and road clearing as directed by the City Manager or Public Works Director or Assistant Director at an established hourly rate. The City requires a two (2) hour maximum response time.

The Owner reserves the right to reject any one or all bids received. No bidder may withdraw a submitted Bid for a period of sixty (60) days after the date of the bid opening.

Each Bidder is responsible for inspecting the sites and for reading and being thoroughly familiar with the Contract Documents. By signing the Bid, the Bidder certifies that he has investigated the site conditions for the contracted service and fully satisfied himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the costs, progress or performance of the work. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. Further, Bidder must ensure that the Supervisor/Foreman who will oversee this work possesses the background and experience required to manage a job of this magnitude.

Questions should be referred to Larry Smith, Director of Public Works, or Nathan McVay, Assistant Director, at 297-6041, or email to lsmith@citybellemeade.org or nmcvay@citybellemeade.org.

NOTE:

THE FOLLOWING FORMS MUST BE SUBMITTED IN THE BID PACKAGE:

- Schedule 'A' – Contract Bid Form
- Schedule 'B' – Bidder's Qualification Form
- Schedule 'C' – Personnel Qualification Form
- Schedule 'D' - Affidavit of Interest
- Iran Divestment Act Certification Form

SPECIFICATIONS

A. DEFINITIONS

Yard Waste is defined as: "the accumulation of lawn, grass, shrubbery, cuttings, tree leaves, small tree branches, bushes, fruits or any other matter usually created as solid waste garbage and trash in the care of lawns, yards and gardens which have been placed at the curb. Tree trimmings shall have a trunk not to exceed three (3) inches in diameter, and shall be no more than eight (8) feet in length or six feet across in the lap or crown. Twigs, leaves, small debris and grass clippings shall be bagged. Bags shall not weigh more than 50 pounds each".

Residence – all single-family homes, condominiums and multi-family dwellings in the City of Belle Meade.

Curb – for purposes of this contract, curb shall mean the area within right-of-way limits.

B. CONDITIONS

1. Bidder must procure and keep in force commercial liability insurance with limits of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate. Bidder must procure and keep in force vehicle liability insurance with personal injury limits of one million dollars (\$1,000,000) per occurrence and Umbrella Excess Liability of one million dollars (\$1,000,000) per occurrence. The Certificate of Insurance shall contain an Endorsement naming the City of Belle Meade as additional insured for Commercial General Liability and Business Automobile Liability coverages. The policy shall provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage. Bidder is responsible for all work-related injuries to his employees and subcontractors and must provide a Certificate of Insurance showing appropriate Workers Compensation insurance coverage is in place during the Contract term.
2. Bidder must obtain the cost of obtaining a performance bond in the amount of the annual contract price (not including emergency services) and include it on the Bid Form where indicated. *NOTE: The City reserves the right to waive the requirement for the bond prior to contract award.*
3. Chipping and/or hauling service to be performed Monday, Wednesday and Friday each week and/or as additionally directed by the City Manager or Public Works Director. (See Schedule 'F'.) The City of Belle Meade has a population of 2,900 residents, 32 miles of streets, and approximately 1,150 households.
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 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. Sealed bids should be delivered to the Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205 on or before 10:00 a.m. CST, Thursday, October 13, 2022, at which time they will be publicly opened and read aloud.
6. Bids should contain two (2) prices:
 - a. PER MONTH PRICE, two (2) year contract
 - b. HOURLY RATE FOR EMERGENCY SERVICES
7. Bidder shall be required to satisfy the City representatives that they have adequate equipment and experience to perform the contract. At a minimum, bidder must certify that he has back-up chipping and/or other working equipment to replace the equipment normally used to perform the contract. Bidder must certify that he has adequate tools and tree surgery equipment.
8. 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.
9. The successful bidder shall enter into a written contract before December 1, 2022 and provide evidence of the issuance of the performance bond (if required by City) and insurance at that day (or pre-agreed later date).

D. TERMS

The term of the contract shall be for two years beginning December 1, 2022. The City shall have an option to renew this contract for two (2) additional one-year periods upon thirty (30) days written notice to contractor.

SCHEDULE 'A'
CITY OF BELLE MEADE CONTRACT BID FORM

2022-2024 CHIPPER SERVICE, BRUSH AND LEAF COLLECTION, TRANSPORTATION AND DISPOSAL

In Compliance with the invitation for bids dated September 29, 2022, the undersigned bidder agrees that if this bid is accepted as hereinafter provided it will, except to the extent otherwise specifically provided in the Contract Documents, furnish all labor, materials, supplies, tools, plant and equipment necessary to perform all work described below and in the Contract attached to said Invitations for Bids in strict accordance with the terms and provisions of this Contract.

Name of Person, Firm or Corporation

Address, P.O. Box or Street

City, State, Zip Code

Contractor Phone Number and Fax Number

Signature

(FAILURE TO SIGN HERE WILL
RESULT IN REJECTION OF BID)

Name and Title of Person Signing Bid

Date

1. RESIDENTIAL SERVICE:

Chipping, collection, transportation and disposal of brush, leaf and clippings:

PER MONTH PRICE, two (2) year contract: \$_____ (Numbers)

(Words)

2. EMERGENCY SERVICES:

PER HOUR PRICE: \$_____ (Numbers)

(Words)

3. PERFORMANCE BOND PRICE: \$_____

In addition to the per month and hourly pricing, the Bidder submits the above price to the City for obtaining a performance bond for this project. The Bidder agrees to and understands that the City, at the time of contract award, may choose to either require the bonds at contract signing or waive the requirement to obtain the bonds.

SCHEDULE 'B'
BIDDER'S QUALIFICATION FORM

Date Submitted: _____

Submitted by: (check one)

Individual Partnership or Joint Venture Corporation

Principal Office Address: _____

Office Representative: _____

Telephone Number: _____

Fax Number: _____

If a Corporation, answer

When Incorporated: _____

In What State: _____

Resident Agent: _____

The Bidder submitting this bid warrants that the Bidder has done business in the following comparable or related fields and within the State of _____

Operational Experience of Bidder

<u>Municipality Served</u>	<u>Period</u>	<u>Responsible Contact</u>
	<u>From</u> <u>To</u>	<u>Name & Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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?

No () Yes () If the answer is yes, state the location and circumstances: _____

SCHEDULE 'D'
AFFIDAVIT OF INTEREST

STATE OF TENNESSEE

COUNTY OF _____

_____ being first duly sworn deposes and says:

Individual only:

That he is an individual doing business under the name of _____ at _____ the City of _____ State of _____

Partnership of Joint Venture Only:

That he is the duly authorized representative of a partnership of joint venture doing business under the name of _____ State of _____

Corporation Only:

That he is the duly authorized and _____ of _____ 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 'D'
AFFIDAVIT OF INTEREST, continued

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

<u>Name:</u>	<u>Address:</u>
_____	_____
_____	_____
_____	_____
_____	_____

Affiant further says that said partnership or joint venture is represented by the following resident agents in the City of _____, 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	_____	_____
Local Mgr/Agent	_____	_____

And that the following officers are duly authorized to execute contracts of this nature on behalf of said corporation:

SCHEDULE 'D'
AFFIDAVIT OF INTEREST, continued

Affiant further says that the Bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership company, 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 anyone 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, company, 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: By: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____

_____.

Notary Public

My Commission Expires:

SCHEDULE 'E' CHIPPER SERVICE ROUTES

Below is listed the brush and chipper service collection routes, which will be the same day each week – under normal conditions. There are going to be periods in the spring and fall when a tremendous amount of brush is put out for pick-up. It may not be possible during these peak periods to strictly adhere to the following schedule. If homeowners have contracted with landscape or tree service contractors to cut down trees or remove large amounts of brush, those contractors are responsible for removal of the debris. The City's brush and chipper company is only contracted to pick up NORMAL AMOUNTS of yard waste.

MONDAY

Belle Meade Boulevard
Bellevue Drive South
Bellevue Drive West
Bonaventure
Carriage Hill
Canterbury Drive
Clarendon Avenue
Cornwall Avenue
Deer Park Circle
Deer Park Drive
Ellendale Avenue
Enquirer Avenue
Evelyn Avenue
Harding Place (from Belle Meade Bv. to Westover)
Honeywood Drive
Iroquois Avenue (from Belle Meade Bv. to Enquirer)
Jackson Boulevard (from Harding Rd. to Gerald)
Leake Avenue
Malone Avenue
Nichol Lane
Page Road (from Nichol to Belle Meade Blvd.)
Paddock Lane
Park Center Avenue
Park Hill
Parmer Avenue
Scotland Place
Sunnyside Drive
Sutherland Avenue
Truxton Place
W. Brookfield Avenue
W. Tyne Drive
Westover Avenue

WEDNESDAY

Chancery Lane
Chickering Lane
Chickering Road
Drew Place
E. Brookfield Ave.
Enquirer Avenue
Forsythe Place
Georgian Place
Gerald Place
Glen Eden Drive (from Jackson to Westview)
Harding Place (from Belle Meade Bv. To Lynwood)
Herbert Place
Howell Place
Jackson Boulevard (from Gerald to Warner)
Iroquois Avenue (from Belle Meade Bv. to Westview)
Manor Drive
Page Road (from Belle Meade Bv. to 1326 Page)
Shepard Place
Tyne Boulevard
Warner Place
Westview Avenue (from Glen Eden to Tyne)

FRIDAY

Glen Eden (from Westview to Lynwood)
Iroquois Avenue (from Westview to Lynwood)
Lillywood Road
Lynwood Boulevard
Lynwood Lane
Lynwood Terrace
Millrace Lane
Royal Oaks Drive
Royal Oaks Place
Signal Hill Drive
Sunnybrook Drive
Trimble Road
Walnut Drive
Webster Lane
Westhampton Place
Westview Avenue (from Lynwood to Glen Eden)
Abbott Martin



**CONTRACTOR CERTIFICATION
TCA Title 12, Chapter 12 – IRAN DIVESTMENT ACT**

Date: _____

Contractor Name _____

Address _____

City, State _____

Contract Name/description: 2022-2024 Chipper Service, Brush & Leaf Collection

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 bidder 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 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 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: _____
Mayor Rusty Moore

Date: _____

_____ (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: _____
(Contractor's Representative)

Date: _____

Print name of Representative



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.



**Office of
General Services**

KATHY HOCHUL
Governor

Entities determined to be non-responsive bidders/offers pursuant to The New York State Iran Divestment Act of 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. ChinaOil (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. Unipet (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

List Date: May 4, 2022

For more information you may call: (518) 474-5988 or email: NYSIranDivestmentAct@ogs.ny.gov