



**SPECIFICATIONS & BID PACKET**

**FOR**

**2022-2025 SOLID WASTE GARBAGE, TRASH & RECYCLE  
COLLECTION AND DISPOSAL SERVICE CONTRACT**

**CITY OF BELLE MEADE  
NASHVILLE, TENNESSEE  
FEBRUARY 11, 2022**



**CITY OF BELLE MEADE, TENNESSEE**  
**BID SPECIFICATIONS**

**2022-2025 SOLID WASTE GARBAGE, TRASH & RECYCLE COLLECTION AND DISPOSAL SERVICE**

**Advertisement for Bids**

The City of Belle Meade is soliciting **sealed** bids for residential solid waste, trash and recycle collection within the corporate limits of the City. Bids must be received at Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee **on or before 10:00 a.m. CST on Friday, March 11, 2022**, at which time they will be publicly opened and read aloud. Bid specifications and forms are available at City Hall for pickup, or online at <https://citybellemeade.org/finance/>. Questions about the service contract and this document should be directed to City Manager, Beth Reardon (615) 297-6041 or [breardon@citybellemeade.org](mailto:breardon@citybellemeade.org) or Larry Smith, Public Works Director (615) 297-6041 or [lsmith@citybellemeade.org](mailto:lsmith@citybellemeade.org). The City reserves the right to waive informalities and to reject any and all bids.

NOTE: Bids and all related schedules and required documentation must be in a **sealed envelope** with the contractors name and address clearly marked on the outside and addressed as follows:

City of Belle Meade  
 RE: 2022-2025 Waste & Recycle Collection Bid  
 4705 Harding Road  
 Nashville, Tennessee 37205

NOTE: Any late, faxed, emailed, or unsealed bids will not be accepted and will be disqualified.

***NOTE: In addition to the Bid Form, contractors must submit the following forms:***

- ***Schedule A, Contractor's Qualification Form;***
- ***Schedule B, Personnel Qualification Form;***
- ***Schedule C, Equipment Inventory;***
- ***Schedule D, List of Acceptable Recycle Items and Method of Collection;***
- ***Schedule E, Affidavit of Interest;***
- ***Schedule F, Contractor Certification;***
- ***Schedule G, Iran Divestment Act Contractor Certification;***
- ***Documentation of license to do business in the state of Tennessee.***

**Failure to include all of these forms will be cause for disqualification.**

**Related Information**

The City of Belle Meade has a population of approximately 3,000 residents, 32 miles of streets and approximately 1,150 homes with the assumption that about one half of households participate in recycling. The City would like to see an increase in participation in the recycle program. The City currently provides once-a-week backdoor solid waste, trash and recycling collection on Mondays and

Tuesdays, and emptying of (3) dumpsters located behind City Hall 3 times per week, on Monday, Wednesday and Friday. Under the existing contract, the homeowners provide their own trash containers, and the City of Belle Meade provides a container for recycle collection. We are requesting each bidder to specify what they will accept as recyclable materials, and how they are to be collected (bagged, what type of bag or loose). In 2020, approximately 1,245 tons of solid waste and trash, and 137 tons of recyclable materials were collected for disposal in Belle Meade.

### **Scope of Work**

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect all residential solid waste garbage, trash, and recyclables from all residences within the City of Belle Meade and City Hall property. Work shall also include transportation of collected solid waste garbage, trash and recyclables to the disposal location, and performance of all other work or services incidental to solid waste garbage and trash and recycle collection and transportation services in strict accordance with the terms and provisions of the final contract and of Belle Meade Code 17-101 et. seq.

Contractor shall schedule two (2) collection days per calendar week for residential pick up, preferably Monday and Tuesday, with no fewer than six (6) calendar days between collections and shall not change such schedule without sixty (60) days' notice and not more than once every six (6) months. The dumpsters behind City Hall are to be emptied three (3) days each week: Monday, Wednesday, and Friday.

Homeowners are allowed up to six (6) 32 gallon trash containers OR two (2) 96 gallon wheeled toters OR a combination of the two type containers that does not exceed a total of 192 gallons. There is no limit to the number of recycle containers. The City provides one (1) 32 gallon **recycle** container to residents and they can purchase additional containers from the City if desired. All trash and recycle is picked up "back-door", meaning at the rear of a residence or in another visible area that is accessible from the driveway, but not within an enclosed garage or other building. There is one residential location, at 715 Belle Meade Blvd., that has one (1) 4 cubic yard dumpster that is emptied once a week on the regular trash day. The three dumpsters behind City Hall are located within a wood fence enclosure with lockable gates.

The terms of the final contract shall be for three (3) years as bid, no price increases, with the exception of documented increases to landfill tip fees. The work shall be commenced on July 1, 2022 or at such other time as provided, and shall be completed on June 30, 2025, unless extended or terminated sooner in accordance with the terms of the final contract. The City shall have the option of extending this contract for two (2) additional one (1) year periods. If the City elects to extend, the contractor shall have the opportunity to submit a price increase based on the cost escalator of the lesser of four (4) per cent of the contract or the current Consumer Price Index. The City reserves the right to reject the proposed price increase and solicit bids or proposals for a new contract.

### **Definitions**

Whenever the following terms occur in this document, the interpretation shall have the meaning given as follows:

**Bundle** – shall mean and include boxes, cartons, paper, and similar material securely bound so as not to exceed five (5) feet in length, six and one-half (6 ½) feet in circumference and weighing less than fifty (50) pounds.

Collection container – shall mean the device the Contractor uses to transport garbage from a standard container to the larger refuse collection vehicles.

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

Dumpster – shall be a rear load, eight (8) cubic yard container or other similar container as approved by the City.

Garbage means all waste food associated with common household wastes, or as otherwise defined in Belle Meade Code 17-102 (see Attachment 1 in this bid document)

Plastic bag – shall include a bag made of plastic approximately two (2) feet in diameter and four (4) feet in length and be of sufficient strength to contain the weight of the contents, up to 50 pounds, without breaking open.

Recyclable container – shall mean a 32-gallon covered container, with City logo, provided by the City.

Recyclable materials – All generally accepted recyclable materials, including but not limited to: plastics - numbers (1) and (2), including HPDE milk jugs and PET soda bottles; newspaper; computer paper; aluminum cans; bi-metal and tin cans. No hazardous materials will be acceptable.

Residence – all single family households, condominiums and multifamily dwellings in the City of Belle Meade.

Residential solid waste garbage - solid waste garbage generated at single family households, condominiums and multifamily dwellings, which use containers small enough to be loaded by hand.

Service – shall mean and include the complete removal of stored solid waste garbage and trash from all public and private residences and establishments covered by the Contract, without regard for the degree of fullness of the storage container.

Solid waste garbage and trash – shall include garbage, trash and waste products, recyclables and such other items as are listed in Belle Meade Code, 17-102. (see Attachment 1 in this bid document)

Standard container – for back-door pickup: any watertight metal or plastic container with handles or bails, having a tight-fitting cover and containing a volume of 32 gallons or under, weighing no more than 50 pounds OR wheeled toter up to 96 gallon size. Provided by homeowner.

### **Billing**

The Contractor shall bill the City for monthly services rendered within seven (7) days following the end of the month and the City shall remit payment on or before the 15<sup>th</sup> day following the end of the month.

### **Performance Bond**

Bidders must include the cost of obtaining a performance bond for this project. The City reserves the right to decide whether or not to require the bond prior to the contract award. See separate line item in the Bid Form.

### **Insurance**

The Contractor must comply with all applicable federal, state, and local laws including the prevailing wage laws. The Contractor shall procure and maintain for the duration of the contract, at his/her own expense, insurance indicating **General Liability** of not less than one millions dollars (\$1,000,000) per occurrence and **umbrella liability insurance** of up to five million dollars (\$5,000,000) per occurrence to include damages for Bodily Injury, Property Damage, and Personal Injury and **Automobile Liability** to include owned, hired, and non-owned motor vehicles in the amount of one million dollars (\$1,000,000) per occurrence, with an endorsement naming the City of Belle Meade as additional insured. The Contractor shall furnish to the City a Certificate of Insurance indicating such coverage has been procured and is in force. The Contractor is to also furnish a Certificate of Insurance indicating coverage under a **Workman's Compensation** Policy that meets the State Minimum Requirements. The Contractor is responsible for work-related injuries of the Contractor's employees and subcontractors. The Contractor must provide all equipment and supervision for this contract and assume responsibility for all uninsured subcontractors. The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee and have a Best Rating of not less than B+. The Contractor must provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage.

### **Indemnity Requirement**

The Contractor further agrees to protect, defend, and save the City of Belle Meade, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against any and all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services in any way resulting from the act or omissions of the Contractor and /or its agents, employees, subcontractors, representative or the City of Belle Meade under this agreement.

### **Site Investigation**

In the context of the Bid preparation, the Contractor shall be responsible for visiting the site and becoming thoroughly familiar with the content of the bid specifications. Belle Meade staff is available to answer any questions from the contractors. By signing the Bid Form, the contractor certifies that he has investigated and satisfied himself of the site conditions and all components required to fulfill the delivery and execution of the contract work and all other matters which can in any way affect the work under this Contract. Please direct questions to Public Works Director, Larry Smith, at (615) 297-6041 or [lsmith@citybellemeade.org](mailto:lsmith@citybellemeade.org).

### **Permits and Licenses**

The Contractor shall obtain, at his expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

### **Solid Waste Garbage, Trash and Recycling Collection Procedures**

All solid waste garbage and trash shall be collected from standard containers (up to six (6) 32 gallon trash containers OR two (2) 96 gallon wheeled toters OR a combination of the two type containers that does not exceed a total of 192 gallons), and from recycle containers, special containers, or special waste receptacles, placed at the back door of residences or at a place designated by the residents that is accessible from the driveway, as long as they are not in an enclosed garage or other building. In

addition, one residential site at 715 Belle Meade Boulevard shall have solid waste garbage collected from one (1) rear load 4 cubic yard dumpster.

All standard containers for waste garbage and trash, as defined in this Contract, will be furnished by the owners of private property. All standard recycling containers will be provided by the City of Belle Meade, with identifying logo.

The Contractor shall be liable for damage by his employees to trash cans, can enclosures, buildings, structures, walls, fences, mailboxes, irrigation equipment, shrubs, hedges, flower beds and grass areas or any other items on private property. All solid waste shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented. The Contractor shall promptly clean up any litter that is spilled by Contractor.

The Contractor shall interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at his own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic.

The Contractor shall hold and save the City harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operation on premises of third persons.

For items requiring special handling due to size, weight, type of material, or method of placements, the charges are to be negotiated between Contractor and resident prior to collection. Rates quoted shall remain consistent with other generally published rates for similar service in the areas.

*All complaints shall be resolved within 24 hours.* The foreman or superintendent shall check in with City Hall offices twice daily—early morning and again before leaving the City to obtain any messages regarding missed pick-ups or other issues. The City prefers the foreman/superintendent have a mobile phone so he is accessible to the Public Works Director or other City staff during the collection days.

No collection is required for materials placed in cans whose volume exceeds thirty-two (32) gallons OR wheeled toters larger than 96 gallons in volume. Nor is collection required for containers in excess of the limits: six (6) 32-gallon cans, two (2) 96-gallon wheeled toters or a combination of the two types of containers that are less than or equal to 192 gallons. No limitation on number containers shall apply for recyclables.

Materials are considered inaccessible if access is obstructed by a gate that Contractor's staff cannot open and a key code or remote control device has not been provided by the resident; if materials are placed inside an enclosed garage or other structure; or if dangerous/vicious dogs or other animals are not secured.

*If materials are not collectable for any reason other than those described in the previous two paragraphs, then Contractor shall leave a written notice on the resident's container identifying such reason and shall also report such reason to the Public Works Director and City Hall offices.*

### **Disposal Operations**

All solid waste garbage and trash, upon being removed from the premises where produced or accumulated, shall be transported to or over a public street, alley, lane, right-of-way or place, to legally

designated disposal site. All recyclables collected must be transported in the same manner to an authorized recycling collection center. The City may require verification of this at any time during the contract period. Contractor is responsible for all disposal fees.

#### **Supervision by the Contractor**

The Contractor shall personally supervise the work or have a competent foreman or superintendent with authority, satisfactory to the City, to act for it at all times during the progress of the work. The supervisor/foreman shall have a contact phone number that is accessible to the City staff during normal business hours.

#### **Contractor's Personnel**

The Contractor shall pay all wages they are required to pay under federal or state law. A qualified person or persons shall be assigned to be in charge of this operation in the City and the contractor shall assign a ***permanent dependable crew***. Contractor shall give the names of crew members to the City with information regarding their experience.

The Contractor's collection employees shall wear a clean uniform or shirt bearing the company's name or have a company issued ID on their person. Each driver must carry a valid driver's license for the type of vehicle being driven.

The City may require the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties. The City may require fingerprinting of collection employees.

The Contractor shall provide operating and safety training for all personnel. No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, religion, or national origin.

#### **Facilities**

The Contractor shall maintain an office equipped with telephone and email connections and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the City between the hours of 8 a.m. and 4 p.m., Monday through Friday, excluding approved holidays.

The Contractor shall provide and maintain radio and/or phone communication with all vehicles used in the performance of this Contract.

#### **Repair of containers**

Repairs and maintenance of privately owned standard containers will be the responsibility of the owner unless the damaged condition was caused by the Contractor or any of his subcontractors, in which case the Contractor shall be responsible.

#### **Equipment required of the Contractor**

Trucks and other equipment for collecting solid waste garbage, trash and recyclables from standard containers and /or special waste receptacles shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be water tight to prevent spillage of wet residue from solid waste garbage and trash from the truck or other equipment body onto the streets, roads, or grounds. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized

equipment for handling of garbage will be acceptable. Sufficient collection equipment shall be maintained and used by the Contractor to perform service in accordance with established schedules approved by the City. Contractor shall provide a lightweight vehicle for areas where servicing can only be accomplished due to yard size, length of drive, etc., by use of the resident's driveway. All trucks and other mobile equipment used by the Contractor in the performance of services shall be painted a uniform color which provides for good visibility and shall be equipped with rear warning lights, and the name of the Contractor shall be prominently displayed thereon. Contractor shall not use a firm name containing "City" or "Belle Meade" or other words implying municipal ownership.

The Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times. Each piece of collection equipment shall be well painted at all times.

The Contractor shall maintain all of his equipment in good working condition at all times. The Contractor shall withdraw from service and promptly repair any piece of equipment which, in the opinion of the City, is unsafe, fails to operate properly or otherwise does not meet other provisions of this contract.

The Contractor shall have available to it at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment used by the Contractor to perform its duties hereunder.

All solid waste garbage and trash hauled by the Contractor over public streets of the City in open-type containers or vehicles shall be securely tied and covered during hauling so as to prevent leakage, spillage or the release of loose trash. Contractor shall promptly clean up any materials spilled or blown during the course of collection or transportation.

### **Routes and Schedules**

The Contractor shall provide the City with schedules of residential collection routes and keep such information current at all times.

Service shall mean the complete emptying of all containers scheduled for service on the required days and picking up garbage, trash, and recyclables as follows:

- RESIDENTIAL SERVICE – Once a week, back door collection, transportation, and disposal of solid waste, trash, and recyclables. Once a week residential collection/disposal of trash from one (1) 4-yard dumpster at 715 Belle Meade Boulevard.
- DUMPSTERS – three (3) rear load, eight (8) cubic yard dumpsters shall be furnished by the contractor and placed behind the City Hall, 4705 Harding Road, Nashville, Tennessee and emptied three times a week on Monday, Wednesday, and Friday mornings, preferably between 7am and 8am. Dumpsters shall not be emptied during the overnight hours due to the close proximity to residential properties.

Scheduled work shall normally be performed between 7 a.m. and 5 p.m., Monday through Friday. Work at other hours and/or on Saturdays or Sundays will not be required of the Contractor unless he has failed or has been unable to meet the Contract schedule due to unusual or special conditions such as severe ice on the roads, severe flooding, or other extreme conditions. The entire cost of overtime necessary to comply with the schedule shall be paid by the Contractor and shall not be considered a



basis for additional reimbursement. The Contractor shall not begin work prior to 7 a.m. Large trash collection trucks should travel no more than 20 mph on all streets within the City and small pickup trucks should travel no more than 5 mph on residential drives.

Holidays upon which work will not be required are: Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, Memorial Day, and Labor Day. Work schedule shall be moved forward or back one or two days, depending upon what day of the week the holiday occurs, so that every scheduled location receives its regularly scheduled weekly service. Service shall return to the normal work schedule within three days.

Whenever the City notifies the Contractor of locations which have not received scheduled service, the Contractor shall be required to service such locations before 7 p.m. when notified prior to 3 p.m. When notified after 3 p.m. the Contractor shall service such locations no later than 12 noon of the following day including Saturdays.

The City Manager may authorize other collection days and times.

#### **Required Reporting**

The City requires Contractor to provide monthly reports no later than the 20<sup>th</sup> of the following month, detailing the solid waste/trash volume (in tons) and recyclable volume (in tons) collected for the previous month. This can be submitted in any reasonable format, such as email.

#### **Other Services**

Contractor shall make available an additional day during the week for waste collection service for residential customers who desire a second weekly pickup day. Contractor is responsible for billing the resident for this service for a price which Contractor determines.

The Contractor is not prohibited from contracting directly with residents to provide services in addition to the services specified herein, *provided that*, Contractor shall not advertise or represent to residents that any additional services are required or recommended by the City without the express permission of the City. Contractor may not charge or attempt to charge residents directly for any services authorized to be provided under the official Contract Agreement.

#### **Severability**

The City reserves the right to reject any and all bids submitted by prospective contractors. It should be understood that the City reserves the right to terminate the final contract prior to expiration in the event that the successful contractor fails to perform adequately, violates local, state or federal laws in the handling of waste and/or recyclable materials or fails to recycle materials collected under such pretense.

#### **Option to Extend**

The Contract may be extended by the City under the same terms and conditions for up to two (2) additional one (1) year periods of time. If the City elects to exercise this right, it shall notify the Contractor of its intent to extend the contract and request information of any price increases based on the cost escalator agreed upon in the original contract. Such notice of extension shall be given in writing to the Contractor at least four (4) months prior to the expiration date of the contract. The City reserves the right to reject the proposed price increase and solicit bids or proposals for a new contract.

**CITY OF BELLE MEADE - BID FORM****2022-2025 SOLID WASTE, TRASH & RECYCLE COLLECTION AND DISPOSAL SERVICE CONTRACT**

In Compliance with the Invitation to Bid, advertised March 16, 2017, the undersigned contractor:

\_\_\_\_\_  
Name of Person, firm or Corporation

\_\_\_\_\_  
Address, P.O. Box or Street

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Contractor Phone Number/Fax Number

\_\_\_\_\_  
Signature

**FAILURE TO SIGN HERE WILL  
RESULT IN REJECTION OF BID**

\_\_\_\_\_  
Print Name and Title of Person Signing Bid

\_\_\_\_\_  
Date

in the City of \_\_\_\_\_ in the State of \_\_\_\_\_

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 in strict accordance with the terms and provisions of the Contract.

**RESIDENTIAL SERVICE:**

Collection, transportation and disposal of solid waste garbage, trash and recycling:

Once-a-Week Back door trash and recycle collection,  
Including collection from one 4-cubic yard dumpster  
At 715 Belle Meade Blvd.

\$ \_\_\_\_\_  
**PER MONTH**

**DUMPSTER SERVICE:**

Three (3) rear load, eight (8) cubic yard dumpsters shall be furnished by the contractor and placed behind the City Hall, 4705 Harding Road, Nashville, Tennessee and emptied three times a week on Mondays, Wednesdays and Fridays.

**PER MONTH PRICE \$** \_\_\_\_\_

**PERFORMANCE BOND:** Outside of the prices above, Bidder submits a price of \$ \_\_\_\_\_ for obtaining a performance bond for this project. The Bidder agrees to and understands that the Owner, at the time of contract award, will determine if a bond is required or not.

**SCHEDULE "A"**  
**CONTRACTOR'S QUALIFICATION FORM**

Contractor/Bidder Name: \_\_\_\_\_

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 Contractor submitting this Bid warrants that the contractor has successfully operated a refuse collection and disposal operation within the State of Tennessee.

In the alternative, the Contractor submitting this Bid warrants that the contractor 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 &amp; 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:

Yes ( )    No ( )

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







**SCHEDULE "E"**  
**AFFIDAVIT OF INTEREST**

STATE OF \_\_\_\_\_, 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 Form, 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 "E"**  
**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.

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 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	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Local Manager/Agent	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SCHEDULE "E"**  
**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 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 "F"**

**CONTRACTOR CERTIFICATION**

Date: \_\_\_\_\_

To: Contractor Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State \_\_\_\_\_

**Contract Name:**  
**2022-2025 SOLID WASTE GARBAGE, TRASH & RECYCLE COLLECTION AND DISPOSAL SERVICE**

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 Section 12-4-101 (a) and (b), which provide in part that "it is unlawful for any...person whose duty it is to...overlook or in any manner to superintend any work or any contract in which" the City "shall or may be interested" to be directly or indirectly interested in such contract. Accordingly, it will be a violation of the law of the state and the policies of the City of Belle Meade for any employee of the City to participate in any manner in the performance of this contract or to share in the proceeds of the same. 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

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

**SCHEDULE "G"**



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

Date: \_\_\_\_\_

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

Contract Name/description:

**2022-2025 SOLID WASTE GARBAGE, TRASH & RECYCLE COLLECTION AND DISPOSAL SERVICE**

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

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

## SCHEDULE "G"



## 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 Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, et. seq.”

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](mailto:CPO.Website@tn.gov).

**SCHEDULE "G"**

Iran Divestment Act

Entities Ineligible to Contract with the State of Tennessee

List Date: August 24, 2021

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. Unipec (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

## ATTACHMENT 1

### BELLE MEADE CODE - TITLE 17 – REFUSE AND TRASH DISPOSAL

Section 17-102. Definitions. Refuse and litter shall mean and include garbage, trash, rubbish, mineral and building waste, and dead animals and fowls, but shall not include body waste.

(1) "Garbage" is defined as putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

(2) "Trash" is defined as non-putrescible solid waste, both combustible and noncombustible, including paper, wrappings, cartons and containers of wood, paper, metal, plastic and glass.

(3) "Rubbish" is defined as tree and hedge trimmings, yard and lawn clippings, leaves, grass, weeds and similar vegetable matter.

(4) "Mineral and building wastes" shall mean and include ashes, clinkers, scrap concrete, scrap brick, scrap cinder block, scrap masonry stone, scrap glass, scrap metal, scrap roofing, scrap wallboard and scrap lumber from structures or buildings.

(5) "Dead animals and fowls" refers to those to which death was caused by external injury or disease.

(1987 Code, § 8-202, as replaced by ord. 88-9)

## PERFORMANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, herein after call Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Belle Meade  
(Name of Owner)

4705 Harding Road, Nashville, TN 37205  
(Address of Owner)

hereinafter called Owner, in the penal sum of (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns; jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
a copy of which is hereto attached and made a part hereof for the **2022-2025 Solid Waste  
Garbage, Trash, and Recycle Collection and Disposal Service Contract.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims  
and demands incurred under such contract, and shall fully indemnify and save harmless the  
Owner from all costs and damages which it may suffer by reason of failure to do so, and shall  
reimburse and repay the Owner all outlay and expense which the Owner may incur in making  
good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees  
that no change, extension of time, alternation or addition to the terms of the Contract or the work  
to be performed thereunder or the specifications accompanying the same shall in any way affect  
its obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alternation or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

BY \_\_\_\_\_(s)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute bond.