



SPECIFICATIONS AND BID FORMS

FOR

**2020-2022 STREET SWEEPING
MAINTENANCE CONTRACT**

**CITY OF BELLE MEADE
NASHVILLE, TENNESSEE**

SEPTEMBER 2020

**CITY OF BELLE MEADE
STREET SWEEPING CONTRACT
DECEMBER 1, 2020 – NOVEMBER 30, 2022**

INFORMATION FOR BIDDERS

A. INVITATION FOR BIDS

Sealed bids for a 2-year contract for monthly street sweeping of all city streets within Belle Meade city limits will be accepted at Belle Meade City Hall, 4705 Harding Road, Nashville, TN 37205 (615-297-6041) on or before 11:00 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 or lsmith@citybellemeade.org, 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 bids for a two (2) year contract for street sweeping of all streets, which includes the following:

1. Provide once a month service for removal of regular, day-to-day build-up of material and debris, an area 7 feet wide from the paved shoulder edge, within the City of Belle Meade.
2. Any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material is covered by the price quoted in this agreement under the hourly rate. These items include leaves, deeper than one-half the height of the curb face, debris or material as a result of construction work, or a large amount of debris or material from a storm, high winds, lightning, or flooding. By mutual agreement, these items may be cleaned up at the hourly rate plus disposal.
3. Emergency removal of a build-up of material and debris as directed by the City Manager or Public Works Director at an established hourly rate. The City requires a two (2) hour maximum response time unless otherwise directed.
4. Sealed bids will be received by the City of Belle Meade, online via the City website or at City Hall, 4705 Harding Road, Nashville, Tennessee 37205 at or before **11:00 a.m. CST, Tuesday, September 8, 2020**, at which time they will be publicly opened and read aloud.
5. Bids must be submitted on the Bid Forms enclosed, with Schedules I – IV, attached.
6. 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.

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 and Public Works Director that they have adequate equipment and experience to perform the contract. At a minimum, bidder must certify that he has back-up equipment to replace the equipment normally used to perform the contract
3. 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.
4. The successful bidder shall enter into a written contract by December 1, 2020 or the first business day of December and provide evidence of insurance at that time (or pre-agreed later date).
5. The term of the initial contract would be for two (2) years, beginning December 1, 2020. After completion of the initial contract period, the contract may be renewed for a period not to exceed one (1) year per renewal up to two (2) years upon written confirmation from the City and the Contractor. The per mile and per hour cost will be adjusted at renewal time using the Consumer Price Index based on any increase or decrease in the Transportation Index.
6. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. The climatic conditions include, but are not limited to, heavy rain, fog, snow, ice, sleet, and high winds.
7. At no time shall sweeping be performed against the flow of traffic.

D. QUALIFICATIONS

Bidder must demonstrate to the City he has the following:

1. A minimum of three (3) years' experience in the street sweeping business and provide three (3) references of same.
2. The Bidder must use operators possessing a commercial driver's license, pass a pre-hire drug screen, and be subject to an annual random drug and alcohol screen.
3. Evidence Bidder has shop facilities and an office with receptionist or a mobile phone from 8:00 a.m. to 5:00 p.m., Monday through Friday. Additional telephone numbers and personnel must be provided in case of an emergency.
4. Certificate of liability insurance and workers' compensation insurance, as described in Section C, Conditions.
5. All equipment must meet minimum safety standards as outlined by the Department of Transportation regarding strobe lights, arrow board, and, if applicable, use of a shadow vehicle with an arrow board and impact attenuator.
6. This agreement shall not be assigned by the Contractor, except upon the express prior written consent of the City.

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

CONTRACT BID FORM

In Compliance with the invitation for bids, dated August 24, 2020, the undersigned bidder:

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)

Name and Title of Person Signing Bid

Date

of 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 in the specifications and in the Contract attached to said Invitations for Bids in strict accordance with the terms and provisions of this Contract.

STREET SWEEPING SERVICE:

Removal of regular day-to-day build-up of material and debris;

ANNUAL PRICE: 32 miles to be swept x 12 times per year = \$ _____ per year

PER MONTH PRICE: ÷ 12 = \$ _____ per month

STREET SWEEPING QUOTATION:

Price per curb mile including disposal \$ _____

Price per hour for specials including disposal \$ _____

****Please submit this form along with Schedules I, II, III and IV**

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

SCHEDULE I

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 successfully operated a street sweeping operation within the State of Tennessee.

In the alternative, 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>Entity Served</u>	<u>Period</u> <u>From</u> <u>To</u>	<u>Responsible Contact</u> <u>Name & Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

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 ()

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

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

SCHEDULE II

PERSONNEL QUALIFICATION FORM

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.

Name Years Experience Position Qualifications

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

SCHEDULE III

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:

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

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.

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:

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

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: By: _____

Title: _____

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

_____.

Notary Public

My Commission Expires:

CITY OF BELLE MEADE 2020-2022 STREET SWEEPING CONTRACT**SCHEDULE IV****IRAN DIVESTMENT ACT****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.

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT**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 Petr6leo, 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.

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

SCHEDULE IV (CONT'D)

IRAN DIVESTMENT ACT



CONTRACTOR CERTIFICATION

TCA Title 12, Chapter 12 – Iran Divestment Act

Date: _____

Contractor Name _____

Address _____

City, State _____

Contract Name/description: **2020-2022 Street Sweeping Maintenance 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: _____
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

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

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.

Listing of Streets to Sweep:

Abbott Martin Road (to city limits)	Park Center Drive
Belle Meade Blvd. (102-715)	Park Hill
Belle Meade Blvd. (815-1211)	Parmer Avenue
Bellevue Drive S.	Royal Oaks Drive
Bellevue Drive W.	Royal Oaks Place
Bonaventure Place	Scotland Place
Carriage Hill	Shepard Place
Canterbury Drive	Signal Hill Drive
Chancery Lane	Sunnybrook Drive
Chickering Lane	Sunnyside Drive
Chickering Road	Sutherland Avenue
Clarendon Avenue	Trimble Road (to city limits)
Cornwall Avenue	Truxton Place
Deer Park Circle	Tyne Boulevard (to Lynwood)
Deer Park Drive	Walnut Drive
Drew Place	Warner Place
E. Brookfield Drive	Webster Lane
Ellendale Avenue	W. Brookfield Dr.
Enquirer Avenue	Westhampton Place
Evelyn Avenue	Westover Drive
Forsythe Place	W. Tyne Drive (to Page Rd.)
Georgian Place	Westview Ave. (405-720)
Gerald Place	
Glen Eden Drive	
Harding Place (to city limits)	
Herbert Place	
Honeywood Drive	
Howell Place	
Iroquois Avenue	
Jackson Blvd. (114-308)	
Jackson Blvd. (400-810)	
Leake Avenue	
Lillywood Road	
Lynwood Blvd. (104-719)	
Lynwood Blvd. (803-923)	
Lynwood Lane	
Lynwood Terrace	
Millrace Lane	
Malone Avenue	
Manor Drive	
Nichol Lane	
Paddock Lane	

CITY OF BELLE MEADE – 2020-2022 STREET SWEEPING CONTRACT

SCHEDULE VI

BELLE MEADE CITY MAP

(Attached as a paper document or a digital PDF)