

**CITY OF MORRISTOWN, TENNESSEE
CONTRACT DOCUMENTS
&
SPECIFICATIONS
FOR
BRUSH PICK-UP, TRANSPORTING AND
PROCESSING/DISPOSAL SERVICES**

NOVEMBER, 2010

REQUEST FOR PROPOSALS

For Brush Pick-up

Transporting and Processing/Disposal Services

City of Morristown, Tennessee

100 West 1st Street, North, P.O. Box 1499, Morristown, Tennessee 37816-1499

Sealed Proposals will be received by the City of Morristown, Tennessee (hereafter City), for pickup, transporting and processing/disposal of brush at City hall at 100 West 1st Street North, Morristown, Tennessee 37816, on or before _____, 2010, ___:00 p.m., E.D.T. The envelope containing the proposal must be sealed and plainly marked "Proposal for Brush Pick-up, Transporting and Processing/Disposal Services".

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

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

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

The City reserves the right to reject any or all Proposals regarding the pick-up, transporting and processing/disposal of brush, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of City.

Date: _____, 2010

INSTRUCTIONS TO BIDDERS
BRUSH PICK UP, TRANSPORTING AND PROCESSING/DISPOSAL SERVICES

1. **RECEIPT AND OPENING OF PROPOSALS**

The City of Morristown, TN invites and will receive Proposals on the forms attached hereto, on which all information must be appropriately completed. Proposals will be received at the City until __:00 p.m. E.D.T on _____, 2010, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to _____, City of Morristown, TN, and plainly marked "Proposal for Brush Pickup, Transporting and Processing/Disposal Services".

2. **PREPARATION OF THE PROPOSAL**

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

If a unit price already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price bid entered above or below it, in ink, and initialed by the Bidder in ink.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Proposal for Brush Pick-up, Transporting and Processing/Disposal". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

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

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

3. **PROPOSAL SECURITY AND EVIDENCE OF INSURANCE**

Each Proposal must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in the amount of \$5,000.00. The total shall be a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract on the attached form, to do the work covered by such Proposal and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Bidder have

executed the Contract, or, if no Bidder's Proposal has been selected within one hundred twenty (120) days after the date of the opening of Proposals, upon demand of the Bidder at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

Each Proposal must also be accompanied by a certificate of insurance evidencing the coverage set forth in Section 8.00 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award has been mailed by City to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute 3 copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's proposal security may be declared forfeited to the City as liquidated damages. The award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the City may elect.

5. SECURITY OF PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Bidder will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in the amount indicated in Section 9.00 of the General Specifications.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The form of the bond is appended hereto.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **INTENT**

The City's intent and requirements of this RFP are to provide for pickup, transportation and processing/disposal of brush collected from city households. City crews collect approximately _____ cubic yards of brush per week.

CITY is seeking a contractor who will collect bulk brush from a central storage site no less frequently than _____ (monthly?), transport the brush to an end use/disposal point of the contractor's choosing.

CITY desires to see brush beneficially reused by the contractor. Therefore, City is willing to give brush to the contractor and is seeking a 'no cost' contract if possible. City will consider paying for brush pickup, transporting, processing/disposal if no zero cost proposals are received. Therefore, this RFP contains provisions for a fee for service agreement.

The specifications contained within this RFP document are designed to establish an effective, efficient, uniform and safe system of Brush Pick-up, Transportation and Processing/Disposal services that provides for the following intended purposes.

- a) Establish and maintain a continuous and uniform level of brush collection services.
- b) City's intent is to provide coordinated services to maximize beneficial reuse of brush if possible while minimizing costs to city residents.

8. **SCOPE OF WORK**

The selected firm will be required to provide the following services including, but not limited to, the following:

- a) Provide collection service no less frequently than _____ (monthly) for pick-up of bulk brush from CITY's storage site.
- b) Be responsible for safely and legally transporting brush to an end user/recycler/disposal point of your choice.
- c) Providing reports to City on brush pick-up and drop off.

9. **CONDITIONS**

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to City.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

10. **ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to _____. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Proposals.

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

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder whether corporation, partnership, or individual shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after the Bidder's signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

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

12. COMPETENCY OF BIDDER

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

City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and

in good standing under the laws of the State of Tennessee or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

- (d) Evidence, in form and substance satisfactory to City, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual hauling experience as a going concern.

In the event that City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents
- (b) Evidence, in form and substance satisfactory to City, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents
- (c) Evidence, in form and substance satisfactory to City, that Bidder's experience as a going concern in the hauling business.
- (d) Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 12 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

13. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

- (a) Evidence of collusion among Bidders
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted

(d) Default on a previous municipal contract for failure to perform

14. **BASIS OF THE PROPOSAL**

Proposals for brush pick-up, transporting and processing/disposal are solicited on the basis of cost per cubic yard.

15. **QUANTITIES**

City estimates that the quantity of bulk brush generated is approximately 40 cubic yards per week. Currently, there is a stockpile of approximately ____ cubic yards on hand. The brush is stored at _____

16. **METHOD OF AWARD**

City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

City intends to award the Contract within _____ days following the date that Proposals are publicly opened and read.

17. **DISPOSAL SITES**

The Bidder is to process/recycle/reuse/dispose of brush at a site or sites of his choice. The Bidder shall indicate on the Proposal the name and location of the site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence reasonably satisfactory to the City that the Bidder, if awarded the Contract, will have the right to use said site(s) under and for the duration of the Contract.

BRUSH PICK-UP, TRANSPORTATION AND PROCESSING/DISPOSAL SERVICES

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Brush - All tree trimmings, dead trees, or branches thereof. [note: may need to modify definition if there are stumps, large trunks, etc.]

2.00 SCOPE OF CONTRACT

- 2.01 City is requesting proposals for the pick-up, transportation and processing/disposal of bulk brush generated by City.

All prices shall be firm for a **five** year period.

- 2.02 The work to be done consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect, transport and process/dispose of brush from City's storage site.
- 2.03 Reports & Data - The Contractor shall maintain records as directed by City for a monthly report. The Contractor shall meet with City and shall develop a report form to provide the following information:

1. Date of pickup
2. Estimated cubic yards
3. Processing or disposal site(s)

3.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

4.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on _____, 2010.

5.00 NONDISCRIMINATION

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

6.00 INDEMNITY

The Contractor will indemnify and save harmless City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of City, its officers, agents, servants and employees.

7.00 TERM

The contract shall be for a five (5) year period beginning upon the execution of this Contract.

8.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 9.00 All insurance shall be by insurers and for policy limits acceptable to the CITY and before commencement of work hereunder the Contractor agrees to furnish CITY certificates of insurance or other evidence satisfactory to CITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

9.00 BOND

9.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of the contract for one year and shall be renewed and adjusted each year to the amount of the contract. The bond can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the Bond.

- (b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.

9.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10.00 BASIS AND METHOD OF PAYMENT

10.01 Rates

- (a) For collection, transporting, processing and disposal services required to be performed pursuant to the specifications, the charges shall not exceed the rates as fixed by the Contract Documents.

10.02 Modification to Rates - The rates which are established by contract shall not be changed during the life of the contract. Price adjustments will be allowed by mutual agreement on the basis of unusual changes in Contractor's cost of operation based on revised laws.

10.05 Contractor Billings to City – If applicable, the Contractor shall bill City for service rendered within ten (10) days following the end of the month and City shall pay the Contractor on or before the 15th day following the end of such month. All billing and payment shall be based on the rates set forth in the Contract Documents as follows:

- a. Payment for Brush pick-up, transporting and processing/disposal service shall be based on the unit rates as established by contract..

11.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of City, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

12.00 CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the pick-up, transporting and processing/disposal of brush; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

13.00 OWNERSHIP

Title to Brush materials that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2010 by and

between the City of Morristown, Tennessee, (hereinafter called "City"), and:

_____ (Hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, the Contractor did on the ____ day of _____, 2010, submit a Proposal to provide Brush Pick-up, Transporting and Processing/Disposal Services for City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a contract for services within the territorial jurisdiction of City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Brush Pick-up, Transporting and Processing/Disposal Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Request for Proposals

- b. The Instructions to Bidders
 - c. The Contractor's Proposal
 - d. The General Specifications
 - e. The Performance Bond
 - f. This instrument
 - g. Any addenda or changes to the foregoing documents agreed to by the parties
hereto
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
- a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. Neither the Contractor nor City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity

or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, _____, as of this ____ day of _____, 2010

CITY OF MORRISTOWN, TENNESSEE

Hamblen County, Tennessee

By: City of Morristown

SEAL

ATTEST:

By: _____
"Contractor"

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THE PRESENTS, That we, City of Morristown and

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___ day of _____, 2010, for Brush Pick-up, Transporting and Processing/Disposal Services, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

Signed and sealed this ____ day of _____, 2010.

(SEAL)

PRINCIPAL

By: _____

(SEAL)

SURETY

By: _____

**CONTRACTOR'S PROPOSAL
FOR BRUSH PICK-UP, TRANSPORTING AND PROCESSING/DISPOSAL SERVICES**

To: The _____ City of Morristown, Tennessee

Proposal of _____
(an individual) (a partnership) (a corporation duly organized under the laws of the State of Tennessee).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Brush Pick-up, Transporting and Processing/Disposal Services for City, does hereby offer to perform such services on behalf of City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

BIDDER

By: _____

Principal office address:

Telephone _____

BID FORM

BASE BID

Pick-up shall be not less frequently than **once a month at City's storage site**. The contractor shall provide pick-up, transporting and processing/disposal of brush.

	Description Unit	Year 1	Year 2	Year 3	Year 4	Year 5
A.	Collection of bulk brush and transporting to a processing/disposal site of contractor's choice (per cubic yard)					

PROCESSING /DISPOSAL SITE(S) TO BE USED

NAME: _____ NAME: _____

OWNER: _____ OWNER: _____

LOCATION: _____ LOCATION: _____

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