

## CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 11th day of June 2012 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and WASTE CONNECTIONS OF MISSISSIPPI, INC., a Delaware corporation (herein the "**CONTRACTOR**").

### W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider of landfill disposal services (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00 SCOPE OF CONTRACT**

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC 2012-17, Landfill Services, (herein the "**Invitation to Bid**") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

#### **2.00 TERM OF CONTRACT**

The period of this Contract shall be for sixty (60) months, beginning on July 1, 2012 and ending on June 30, 2017. This Contract may be extended by the TOWN for five (5) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of one hundred and twenty (120) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

#### **3.00 COMPENSATION**

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional

Services”), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN’S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

**4.00 ADDITIONAL SERVICES**

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

**5.00 NOTICE TO PROCEED**

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

**6.00 CONFLICT OF INTEREST**

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

**7.00 COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision

of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

## **8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

## **9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

## **10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

## **11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted].

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

## **12.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

## **13.00 ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

## **14.00 EQUAL EMPLOYMENT OPPORTUNITY**

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

#### **15.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

#### **16.00 SAFETY MEASURES**

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

#### **17.00 FAMILIARITY WITH THE CONTRACT ITEMS**

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

#### **18.00 ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

#### **19.00 PERMITS, LICENSES AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

**20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

**21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

**22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

**23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

**24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

**25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Town of Collierville  
500 Poplar View Parkway  
Collierville, TN 38017  
Facsimile: (901) 457-2207
- (ii) To: Waste Connections of Mississippi, Inc.  
PO Box 311

Walnut, MS 38683  
Facsimile: (662) 223-5678

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

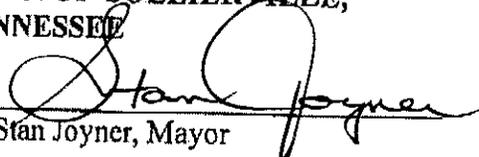
#### **28.00 OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

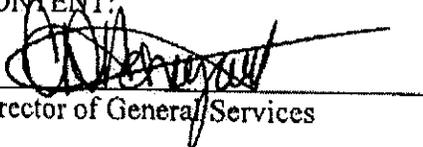
TOWN OF COLLIERVILLE,  
TENNESSEE

By:   
Stan Joyner, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk/Recorder

APPROVED AS TO FORM AND  
CONTENT:

  
Director of General Services

WASTE CONNECTIONS OF  
MISSISSIPPI, INC.

By:   
Its: David Gray  
District Manager

CONTRACTOR's Mailing Address:  
PO Box 311  
Walnut, MS 38633

CONTRACTOR's Telephone Number:  
(662) 223-6800

CONTRACTOR's Facsimile Number:  
(662) 223-5678

**EXHIBIT "A"**

**Invitation to Bid No. TC 2012-17**

# **TOWN OF COLLIERVILLE**

GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor  
James H. Lewellen, Town Administrator  
Jane Bevill, Finance Director  
Derek Honeycutt, Director of General Services  
Mandy Bajusz, Purchasing Agent



## **INVITATION TO BID**

**BID DESCRIPTION: LANDFILL SERVICES**

**BID NUMBER: TC2012-17**

**DUE DATE: No Later Than**

**2:00:00 P.M.**  
(Local Time)

**TUESDAY**  
(Day)

**MAY 8, 2012**  
(Date)

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**

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**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

## **SECTION I**

### **LEGAL NOTICE TO BIDDER(S)**

**LEGAL NOTICE TO BIDDERS**

The Town of Collierville Purchasing Division is requesting sealed bids on the following items:

**BID # TC2012-17 “LANDFILL SERVICES”**

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division’s Bid and RFP webpage at <http://www.collierville.com/general-services-departments-97/bids-rfps> for further solicitation information and to obtain the project’s official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to [tocpurchasing@ci.collierville.tn.us](mailto:tocpurchasing@ci.collierville.tn.us).

**Please Note:** As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when requesting a copy of any bid. The Vendor will also be required to reference its Vendor Number on the Bid Response Form.

*\*The Vendor Number may be obtained by accessing the Town’s vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bso>. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit <http://www.collierville.com/general-services-departments-97/bids-rfps> and click on the “Vendor Information” link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2261.*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Tuesday, **May 8, 2012 2:00:00 p.m. (local time)**. The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2012-17 – “LANDFILL SERVICES”**

The Town of Collierville reserves the right to reject any and all bids, accept bids in part or whole, waive defects, informalities or minor irregularities in bids or bid process and to make bid awards, as deemed, to be in its best interest.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Respectfully,  
Derek Honeycutt  
Director of General Services

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

## **SECTION II**

# **GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

**TOWN OF COLLIERVILLE, PURCHASING DIVISION  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TN 38017  
PHONE: (901) 457-2253**

The following terms, conditions, and instructions are included in and become a part of this Bid Request.

**1.0 PREPARATION OF BIDS:**

- 1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 8 of 8). This information will not preclude receipt of future invitations unless the vendor requests that the firm's name be removed from the Town's Vendor Database or the vendor does not return either this form or a bonafide bid.**

Repeated failure to comply with this request shall be cause for removal of the vendor's name from the vendor database.

- 1.2 All information requested of the vendor shall be entered in the appropriate spaces throughout the bid documents. Failure to provide the appropriate information SHALL be just cause for rejection of the bid.
- 1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink.
- 1.4 Corrections and/or modifications received after the designated bid opening time will not be accepted.
- 1.5 An authorized officer, employee or agent of the bidder shall sign all bids.

**2.0 BID SUBMITTAL INFORMATION:**

- 2.1 The bid response document and the other documents contained in this bid packet are legal documents; if the bidder does not understand any of them, the bidder should consult with its attorney. Only the document forms in this bid packet may be used.
- 2.2 A bid shall be invalid if the bidder fails to deposit it in the designated location prior to the time and date for receipt of bids as indicated in the Legal Notice to Bidder(s). The Town will not consider any bid received at the Town's designated location for the bid opening after the exact time specific for receipt. The Town reserves the right to consider bids determined by the Town, in the Town's sole discretion, to have been received late due to mishandling by the Town after receipt of the bid and prior to any award.
- 2.3 A bidder may modify or withdraw a bid by an appropriate document executed and delivered to the Purchasing Division at any time prior to the opening of bids.
- 2.4 **Please Note:** As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when submitting a Bid Response Form. The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bsa>. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2261.
- 2.5 Submit bids (1) in a Town of Collierville Official Bid Envelope with your company's name and address, (2) the Town of Collierville sealed bid number and project title and (3) closing time and due date of bid.

- 2.6 The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the Town is not responsible for, and will not open, any bid responses that are received later than the date and time stated within this bid packet.
- 2.7 All bid responses must be received and time stamped on or before the required bid opening time (local time, 00:00:00) at which time or soon thereafter all bids will be publicly opened and read aloud. Late bids will not be considered.

### **3.0 CRITERIA OF AWARD:**

- 3.1 The Town reserves the rights: (1) to award bids/contracts received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, accept bids in part or whole, (3) waive defects, informalities or minor irregularities in bids or bid process and (4) to award the bid/contract that is deemed, to be in the best value (most advantageous to the Town) as determined by some or all of the following:
  - 3.1.1 Prices offered.
  - 3.1.2 Quality of product/service offered.
  - 3.1.3 General reputation and performance capabilities of the bidder.
  - 3.1.4 Conformity with specifications herein.
  - 3.1.5 Delivery and/or installation schedule.
  - 3.1.6 Location and availability of service and/or repair facilities, personnel and parts.
  - 3.1.7 Suitability for intended use.
  - 3.1.8 Responses to provided references.
  - 3.1.9 Payment terms/discounts offered.
  - 3.1.10 Demonstrations provided, if required.
  - 3.1.11 Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.
- 3.2 Town of Collierville reserves the right to purchase any or all items in this bid off the current State of Tennessee Statewide Contract, if it is considered by the Director of General Services to be in the best interest of the Town.
- 3.3 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.
- 3.4 The award of this bid to the successful bidder shall be governed by the laws of the State of Tennessee.

### **4.0 SPECIFICATIONS:**

- 4.1 The specifications given in Section III are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 4.2 The Town hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 4.3 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 4.4 Changes to the bid specifications are not valid unless authorized in writing by the Town of Collierville Purchasing Division by means of an addendum.

- 4.5 During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

#### **5.0 PRICING AND PAYMENT TERMS:**

- 5.1 Prompt payment discounts will be taken into consideration in determining the award. However, an offer of a payment discount must allow a reasonable period of not less than thirty (30) days in order to be included in evaluation of bid pricing. Payment discounts restricted to payment in twenty-nine (29) days or less will not be considered in evaluating bids, as such a short time imposes an unreasonable burden for processing a payment, and the Town cannot be assured that timely action will be taken. A bid offering a payment discount in a period of less than thirty (30) days will be evaluated as a bid without a payment discount offer. Should this bidder obtain an award by reason of their gross price, the Town will hold the offer of payment discount and would make every effort to obtain the discount even if extraordinary action is necessary.
- 5.2 The Town reserves the right to accept any prompt payment discount offered by the successful bidder, however, time will be computed from date of receipt of correct invoice or receipt and acceptance of the shipment, whichever is later.
- 5.3 All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.
- 5.4 If there is a discrepancy between unit price and its extension, unit price shall prevail.
- 5.5 Prices will be considered as net if no cash discount is shown.

#### **6.0 DELIVERY:**

- 6.1 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside. Unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Collierville, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The Town will not pay any additional surcharges relative to this bid number.
- 6.2 The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.
- 6.3 Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the Town.
- 6.4 Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the Town has the authority to cancel any and all orders issued under this bid.

#### **7.0 LIABILITIES:**

- 7.1 The vendor shall hold the Town, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the Town because of the unauthorized use of such articles.

#### **8.0 GRATUITIES:**

- 8.1 Town of Collierville may, by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the Town that gratuities, in the form of

entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent or representative of the Bidder, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the award, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or with hold the amount of the cost incurred by the Bidder in providing such gratuities.

**9.0 SAMPLES:**

- 9.1 Samples of items, when required, shall be furnished free of cost to the Town.
- 9.2 Samples of items selected may be retained for future comparison.
- 9.3 Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

**10.0 CONFLICT OF INTEREST:**

- 10.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the bidder in connection with any work contemplated or performed relative to this bid.

**11.0 TAXES:**

- 11.1 The bidder shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.
- 11.2 Tax exemption certificates will be furnished upon request.

**12.0 BRAND NAMES:**

- 12.1 Brand names and number, when used, are for reference to indicate the character or quality desired.
- 12.2 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- 12.3 Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

**13.0 DEFAULT BY BIDDER:**

- 13.1 In case of default by the bidder, the Town may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the Town. Prices paid by the Town shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Town.

**14.0 BID BONDS AND INSURANCE:**

- 14.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required.

14.2 When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

**15.0 THIRD PARTY ASSIGNMENT:**

15.1 There shall be no assignments, whatsoever to third parties (financial, etc.) unless expressly agreed to by the Town of Collierville in a separate written agreement. Any assignment or attempted assignment, of any nature to third parties, without consent of the Town, shall be cause for termination of the contract at the options of the Town.

**16.0 LIEU, CLAIMS OR ENCUMBRANCE:**

16.1 The vendor, by bidding their requirements and if they become the successful bidder, agree that all goods and materials are free of any lieu, claim or encumbrance.

**17.0 DOCUMENTS INCLUDED IN CONTRACTS:**

17.1 The specifications, terms / conditions and detailed requirements shall become a part of any contract agreement and / or purchase order that result from this bid.

**18.0 INSPECTION:**

18.1 When the Town deems it necessary to inspect shipments, it may do so. Should the inspection reveal that the shipment is not as per the specifications, then the Town has the privilege to return said items at the supplier's expense.

**19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:**

19.1 The Town reserves the right to purchase item(s) in this bid off the State of Tennessee Contract or other governmental agency contract if it is considered in the best interest of the Town.

**20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:**

20.1 Bidders are advised that T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and the Town of Collierville assumes no liability for any information so identified and divulged pursuant to a request under T.C.A. 10-7-503(a).

20.2 Once the bids have been opened by the Director of General Services or his/her designated representative, they may be inspected by the public and copies available to bidders only in the Office of Purchasing, 500 Poplar View Parkway, Collierville, Tennessee. Copies made for other parties than the bidders will incur a duplication fee to be collected immediately upon receiving the requested copies.

**21.0 TITLE VI INFORMATION:**

21.1 The Town does not discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

**22.0 COLLUSION:**

22.1 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged

in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**23.0 BID PROTEST:**

23.1 Any protest concerning the award of this bid shall be decided by the Director of General Services. Protest shall be made in writing to the Office of Purchasing and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within seven days. The Director of General Services' decision relative to the protest shall be final.

**24.0 AVAILABILITY OF APPROPRIATED FUNDS:**

24.1 The bidder hereto agrees that any and all payments due from the Town, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

**25.0 BID WITHDRAWAL:**

25.1 At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Director of General Services at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Director of General Services and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

25.2 After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

**26.0 TIE BID:**

26.1 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

**27.0 QUESTIONS AND INQUIRES:**

27.1 Any concerns with this invitation to bid should be addressed to Mandy Bajusz, Purchasing Agent, telephone number (901) 457-2261, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.

27.2 Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. Fax all questions to the Buyer, Lori Bryant, in the Purchasing Division at (901) 457-2258. All questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents.

27.3 No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

**TO OUR SUPPLIERS:** Please take a few minutes to complete this form and return it if you are submitting a “No Bid” response.

**STATEMENT OF NO BID**

We ask that you place an “X” on the appropriate blank that corresponds with your company’s “No Bid” response.

- 1. \_\_\_\_\_ Specifications too “tight”, i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)
- 2. \_\_\_\_\_ Specifications are unclear. (Briefly explain below)
- 3. \_\_\_\_\_ We are unable to meet specifications.
- 4. \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of Town)
- 5. \_\_\_\_\_ Our schedule would not permit us to perform within the required time.
- 6. \_\_\_\_\_ We are unable to meet bond requirements.
- 7. \_\_\_\_\_ We are unable to meet insurance requirements.
- 8. \_\_\_\_\_ We do not offer this product or service.
- 9. \_\_\_\_\_ Remove us from your bidders list for this particular commodity or service.
- 10. \_\_\_\_\_ Please keep our name on your bidders list for future reference.
- 11. \_\_\_\_\_ Other (specify below)

**FURTHER REMARKS:** (e.g., name change, address, phone or Fax change)

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**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

## **SECTION III**

# **DETAILED REQUIREMENTS / SPECIFICATIONS**

**TOWN OF COLLIERVILLE, PURCHASING DIVISION  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TN 38017  
PHONE: (901) 457-2253**

**1. SCOPE OF SERVICES**

The purpose of this bid is to enter into a contract with a contractor for the disposal of the Town of Collierville's solid waste delivered by the Town from properties within the Town. The contractor shall furnish all labor, equipment, machinery and maintenance necessary to operate the Class I Sanitary Landfill according to generally accepted Class I Sanitary Landfill standards and in accordance with all applicable law.

**2. SUBMISSION OF BID DOCUMENTS**

The Bid, with attachments, must be placed in the supplied Town of Collierville bid envelope, sealed and delivered to the Town of Collierville. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit:

- (1) The Bidder's name and Address,
- (2) Due Date of Bid package,
- (3) Project Title.

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)**

- (1) **Comply and Exception, Section III**
- (2) **Bid Response Form, Section IV**
- (3) **Title VI Form, Section V (Optional)**
- (4) **Reference Sheet, Section VII**

**The Town requests that all bid documents be submitted in duplicate** to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on Tuesday, May 8, 2012.

**3. DEFINITIONS**

**Class I Sanitary Landfill** – As defined by the regulations of the Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(3)(a), a sanitary landfill which serves a municipal institution, and/or rural population and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, municipal solid waste, bulky waste, landscaping and land clearing waste, industrial waste, construction/demolition waste, farming waste, shredded automotive tire, dead animals, and special waste.

**Hazardous Waste** – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or by the States of Mississippi or Tennessee to be “hazardous” as that term is defined by or pursuant to Federal or applicable State law.

**Special Waste** – Special Waste as defined by the regulations of Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(2) and the applicable rules of the State of Mississippi.

**Ton** – 2,000 pounds.

**Town Solid Waste** – Garbage, trash, rubbish, brush and other solid waste material collected by the Town or its contractor from properties within the Town but excluding any Hazardous Waste and Special Waste.

#### 4. ADDITIONAL INFORMATION

Technical and general contracted questions regarding this solicitation shall be submitted in writing to Lori Bryant, Office of General Services, at fax number (901) 457-2258 or email lbryant@ci.collierville.tn.us.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate contact for technical information, bidders are cautioned that any written or oral representations made by any Town representative or other person that appear to change materially, conflict with, or modify any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town. For determination of whether an oral or written representation of any Town representative or other person requires that an amendment be issued, contact Lori Bryant in writing at fax number (901) 457-2258 or email lbryant@ci.collierville.tn.us.

#### 5. INSURANCE

Unless otherwise required by Special Conditions of this Invitation To Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth in the Contract, attached as Section VIII of this Invitation to Bid.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

#### 6. QUALIFICATIONS

All contractors must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the contract shall be awarded. All contractors shall have been actively engaged as a vendor in this field for a period of no less than 5 years.

#### 7. SPECIFICATIONS

The Town's residential customers generate approximately 14,000 tons annually of household solid waste material. The actual volume delivered to the landfill is an approximate volume that may increase or decrease based on the number of solid waste customers serviced and the needs of the Town.

The Town shall deliver to the Sanitary Landfill during the term of the contract all Town Solid Wastes delivered to and removed from the Town's transfer station located at 450 East South Street, Collierville, Tennessee, or from other locations as the Town may designate within its sole discretion.

The contractor shall warrant that it will preserve for the use of the Town sufficient volume at the sanitary landfill during the term of the contract and for all extensions.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

Contractor shall identify the average unload time below. The average unload time shall begin when a truck enters the landfill gate and end when the truck leaves the landfill site.

Average unloading time: \_\_\_\_\_

The contractor shall provide tickets to the driver showing the tonnage of the truck load prior to the driver leaving the landfill.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall invoice the Town monthly. Invoice amounts shall match the tipping tickets provided to the drivers.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall have complete control and direction over all of the operations and practices of the sanitary landfill subject to the continuous supervision of state and local agencies having jurisdiction over the landfill.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**8. LANDFILL SITE LOCATION**

The contractor shall include a site description identifying the address of the Sanitary Landfill disposal site and its distance in relationship to the Town owned transfer station located at 450 East South Street, Collierville, Tennessee.

Landfill Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Travel Distance from Landfill to Collierville Transfer Station: \_\_\_\_\_ Miles

**9. LANDFILL PERSONNEL**

Contractor will submit a contact list of any and all key personnel that will assist in providing Landfill Disposal Services to the Town. Employee's name, position title, contact number, and years of experience should be included. (Example: Contract Manager, Project Manager, Landfill Manager, Site Supervisor, ect.)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_ Years CONTACT NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_ Years      CONTACT NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_\_ Years      CONTACT NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

**10. LANDFILL HOURS OF OPERATION**

The contractor shall agree to give the Town access to the sanitary landfill daily, Monday thru Friday, from 6:00 AM until 6:00 PM and on Saturday from 6:00 AM to 4:00 PM when needed.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall agree to give the Town access to the sanitary landfill during regular daily work hours on the following holidays Thanksgiving Day and Christmas Eve. Collierville Sanitation crews typically work these days.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

In the event of a collection schedule change during the term of the contract the contractor shall agree to give the Town access to the sanitary landfill during regular daily work hours, provided that the Town submits a written request to the contractor (7) seven days prior to the collection change.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**11. STATE AND FEDERAL REGULATION COMPLIANCE**

The contractor shall provide certified documentation that the sanitary landfill is in compliance with all applicable State and Federal laws and regulations for the disposal of solid waste of the nature of the Town's Solid Waste.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall warrant that the sanitary landfill will maintain compliance with all applicable State and Federal laws and regulations for the disposal of Town Solid Waste during the entire term of the contract and during any renewal period(s) of the contract.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

Materials must be disposed of in a Class I Sanitary Landfill as defined by the regulations of the Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(3)(a), as a sanitary landfill which serves a municipal institution, and/or rural population and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, municipal solid waste, bulky waste, landscaping and land clearing waste, industrial waste, construction/demolition waste, farming waste, shredded automotive tires, dead animals, and special waste.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall represent and warrant that all existing, prior and future uses at the sanitary landfill comply with and are not in knowingly in violation of, and have not knowingly violated and will not knowingly violate, in connection with ownership, use, maintenance or operation of the sanitary landfill and the conduct of the business related thereto and therein, all applicable federal, state, county, or local statutes, laws, regulations, rules, ordinance, code, rule, regulation, government directive, order or decree, regulating, relating to or imposing liability standards of conduct concerning or affecting, either directly or indirectly, the generation, handling, treatment, storage, transportation, or disposal of any waste, including but not limited to any petroleum, petroleum byproduct (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas, or hazardous, toxic, or regulated substance, product, material, waste, pollutant or contaminant, as may now or at any time hereafter be in effect.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor further represents that the sanitary landfill has at no time been used, nor will it be used for disposal or treatment of Hazardous Waste or hazardous substances as those terms are defined in any federal statute regulating the disposal or cleanup of such wastes or any similar law of the State the landfill resides in.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**12. LANDFILL EQUIPMENT**

The contractor shall maintain in good working order a minimum of one (1) tipping platform that the Town of Collierville may use to tip its solid waste transfer trailers. Use of the tipping platform will be at no cost to the Town. In the event that the tipping platform is not operational and a second tipper is not available for use by the Town, the contractor shall notify the Town within two (2) hours of the initial equipment failure and will have a twelve (12) hour period to make any necessary repairs from the initial equipment failure to put the unit back into service.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall give a minimum of fourteen (14) days written notice to the Town prior to performing any scheduled maintenance that would render the tipping platform non-operational. Any scheduled maintenance must be performed and completed within a twelve (12) hour period if a second tipping platform is not available for use by the Town.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

If for any reason a tipping platform is not available for use by the Town during any one period greater than twelve (12) hours the Town may assess liquidated damages for each trailer that requires unloading after the expiration of the twelve (12) hour period (see **Item 13** Liquidated Damages).

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

The contractor shall maintain in good working order scales at the sanitary landfill to be used in weighing Town solid waste. The Town may, on a reasonable basis, make inspections of the sanitary landfill and the contractor's scales during normal hours of operation. Inspection shall be made only by authorized employees or authorized agents of the Town. Such inspections shall not interfere with the orderly operation of the sanitary landfill.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

**13. LIQUIDATED DAMAGES**

If the Town's vehicles delivering Town Solid Waste to the Sanitary Landfill are not able to unload utilizing the landfill tipping platform and access to the tipping platform is not available within a twelve (12) hour period resulting in additional cost and difficulty in transportation and disposal of materials by the Town. The contractor shall agree to pay a sum in the amount of \$200 per trailer in liquidated damages for every trailer unable to unload utilizing the tipper platform after the twelve (12) hour period is expired. The liquidated damage amount may be deducted from sum due to the contractor. The Town shall retain the option to dispose of loaded trailers at the location of its choice if the contractor is unable to unload within an agreeable period of time.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

If the Town's vehicles delivering Town Solid Waste to the Sanitary Landfill are not able to unload within thirty (30) minutes of arrival within the operating hours set forth in these specifications, due to acts or omissions of the contractor, resulting in additional cost and difficulty in scheduling to the Town. The contractor shall agree to pay the Town the following sums as liquidated damages, which the Town may deduct from sums due to the contractor:

- If the vehicle is able to unload within the second 30 minutes of its arrival.... \$50.00
- For each additional 30 minutes that the vehicle is unable to unload..... \$50.00

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

#### 14. PRICE ADJUSTMENTS

After the first full year of service following the execution of this contract the rate per ton for Solid Waste disposal services hereunder may be increased or decreased each July 1 for the next twelve month period based upon the percentage change of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All Items (the "Index") during the previous twelve (12) months (July 1 through June 30). For the purpose of computing the percentage change aforesaid for the respective periods from July 1 through June 30, the parties shall use the publications of the Index occurring closest to July 1 and the following June 30 which best encompass the period from the relevant July 1 to the following June 30. If there is any delay in the ability of the parties to make such calculation due to the publication of the necessary information, the calculation shall be made as soon as possible and any change in the rate shall be retroactively applied. The contractor shall be responsible for making such calculation and furnishing the underlying basis to the Town. The percentage change in the CPI shall be rounded to the nearest tenth of a percent. The increase or decrease in any year shall be limited to no more than seven percent (7%). Increases and decreases shall be subject to approval by the Board of Mayor and Aldermen.

Comply: \_\_\_\_\_ Exception: \_\_\_\_\_

#### 15. CONTRACT TERM

The period of this Contract shall be for sixty (60) months, proposed to begin July 1, 2012. This Contract may be extended by the TOWN for five (5) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of one hundred and twenty (120) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Town's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

- END -

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

## **SECTION IV**

### **BID RESPONSE FORM**



# BID RESPONSE FORM

**Stan Joyner**  
Mayor

**Town of Collierville**  
General Services Department  
500 Poplar View Parkway  
Collierville, Tennessee 38017  
(901) 457-2253

**James H. Lewellen**  
Town Administrator

**Derek Honeycutt**  
Director of General Services

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

**BID NO.: TC-2012-17**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **TUESDAY, MAY 8, 2012, 2:00:00 P.M. (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **“BID”** OR **“NO BID”**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY’S NAME MAY BE REMOVED FROM THE MAILING LIST.

**\*\*REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # \_\_\_\_\_**  
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	APPROX. ANNUAL QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	
					DOLLARS	CENTS
<b>1</b>	<b>14,000</b>	<b>Ton</b>	<b>Household solid waste disposal.....</b>			

DELIVERY PROMISED: \_\_\_\_\_ F.O.B. COLLIERVILLE

TERMS: \_\_\_\_\_ Discounts will be allowed for prompt payment as follows: 10 calendar days, \_\_\_\_%; 15 calendar days \_\_\_\_%; 20 calendar days \_\_\_\_%; 30 calendar days \_\_\_\_%.  
45 calendar days, \_\_\_\_%; 60 calendar days \_\_\_\_%; 90 calendar days \_\_\_\_%; \_\_\_\_\_ calendar days \_\_\_\_%.

FIRM'S NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

Organized and existing under the laws of the State of \_\_\_\_\_ and doing business as \_\_\_\_\_ a corporation, \_\_\_\_\_ a partnership, \_\_\_\_\_ an individual, \_\_\_\_\_ a limited liability company, or \_\_\_\_\_ otherwise.

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

**SECTION V**

**TITLE VI INFORMATION**

**TITLE VI INFORMATION**

- 1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
- 2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

**VOLUNTARY TITLE VI AND TITLE IX FORM**

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

- 1. Number of Contractor's Employees Who Are:

\_\_\_\_\_ Male                      \_\_\_\_\_ Female

- 2. Number of Contractor's Employees Who Are:

\_\_\_\_\_ Caucasian                      \_\_\_\_\_ African-American  
 \_\_\_\_\_ Hispanic                      \_\_\_\_\_ Other (please specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

**SECTION VI**

**VENDOR LIST**

**TOWN OF COLLIERVILLE, PURCHASING DIVISION  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TN 38017  
PHONE: (901) 457-2253**

## Vendor List

TC2012-17 "Landfill Services"

Commodity Codes: 988-46 (Landfill Services)

## BFI

Shana Fristick  
7111 Old Millington Road  
Millington, TN 38053  
Email: Shana.Fristick@awin.com  
Phone: (901)872-7258  
FAX: (901)872-7205

## BFI Waste Services, LLC, DBA Allied Waste

Gerry Burke  
3840 Homewood  
Memphis, TN 38118  
Email: gerry.burke@awin.com  
Phone: (901)794-3800  
FAX: (901)794-0103

## ECM of Ridgely, LLC

Emily Spencer  
PO Box 214  
3145 Chandlers Mill Rd  
Ridgely, TN 38080  
Email: ecmespencer@gmail.com  
Phone: (731)264-5316  
FAX: (731)264-5311

## Waste Connections dba ASCO Sanitation and; Northeast MS Regional Landfill

Tracy King  
PO Box 96  
2941 County Rd 302  
Walnut, MS 38683  
Email: martyd@wcnx.org  
Phone: (662)223-6800  
FAX: (662)223-5002

## Waste Services of TN

Lorie Maples  
650 25th St NW  
Ste 100  
Cleveland, TN 37311  
Email: lorie@santekenviro.com  
Phone: (800)467-9160  
FAX: (423)303-7150

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

**SECTION VII**

**REFERENCE SHEET**

**TOWN OF COLLIERVILLE**

**REFERENCE SHEET FOR BID NO. TC2012-17**

Each bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

(1)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(2)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(3)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

**SEALED BID No. TC2012-17**  
**DUE DATE: 05-08-2012**



**TOWN OF COLLIERVILLE**  
GENERAL SERVICES DEPARTMENT  
500 POPLAR VIEW PARKWAY  
COLLIERVILLE, TENNESSEE 38017

## **SECTION VIII**

# **CONTRACT FOR SERVICES AND/OR PRODUCTS**

**EXHIBIT "B"**  
**CONTRACTOR'S Bid**



# BID RESPONSE FORM

Stan Joyner  
Mayor

Town of Collierville  
General Services Department  
500 Poplar View Parkway  
Collierville, Tennessee 38017  
(901) 457-2253

James H. Lewellen  
Town Administrator

Derek Honeycutt  
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC-2012-17

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE TUESDAY, MAY 8, 2012, 2:00:00 P.M. (LOCAL TIME) IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR "NO BID", WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

\*\*REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # 00000066  
(See Public Notice Form for Information on Obtaining a Vendor #)

ITEM	APPROX. ANNUAL QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	
					DOLLARS	CENTS
1	14,000	Ton	Household solid waste disposal.....	per ton	10	48

DELIVERY PROMISED: n/a F.O.B. COLLIERVILLE

TERMS: invoice due upon receipt Discounts will be allowed for prompt payment as follows: 10 calendar days, \_\_\_%; 15 calendar days \_\_\_%; 20 calendar days \_\_\_%; 30 calendar days \_\_\_%; 45 calendar days, \_\_\_%; 60 calendar days \_\_\_%; 90 calendar days \_\_\_%; calendar days \_\_\_%.

FIRM'S NAME: Waste Connections of MS ADDRESS: 2941 CR 302, PO Box 311, Walnut, MS

Organized and existing under the laws of the State of Delaware and doing business as  a corporation, \_\_\_ a partnership, \_\_\_ an individual, \_\_\_ a limited liability company, or \_\_\_ otherwise.

CITY: Walnut STATE: MS ZIP: 38683

TELEPHONE: 662 223 6800 FAX: 662 223 5678 EMAIL: davidgre@wcnx.org

NAME: David Green TITLE: District Manager

AUTHORIZED SIGNATURE: [Signature] DATE: 5/7/12

#### 4. ADDITIONAL INFORMATION

Technical and general contracted questions regarding this solicitation shall be submitted in writing to Lori Bryant, Office of General Services, at fax number (901) 457-2258 or email lbryant@ci.collierville.tn.us.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate contact for technical information, bidders are cautioned that any written or oral representations made by any Town representative or other person that appear to change materially, conflict with, or modify any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town. For determination of whether an oral or written representation of any Town representative or other person requires that an amendment be issued, contact Lori Bryant in writing at fax number (901) 457-2258 or email lbryant@ci.collierville.tn.us.

#### 5. INSURANCE

Unless otherwise required by Special Conditions of this Invitation To Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth in the Contract, attached as Section VIII of this Invitation to Bid.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

#### 6. QUALIFICATIONS

All contractors must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the contract shall be awarded. All contractors shall have been actively engaged as a vendor in this field for a period of no less than 5 years.

#### 7. SPECIFICATIONS

The Town's residential customers generate approximately 14,000 tons annually of household solid waste material. The actual volume delivered to the landfill is an approximate volume that may increase or decrease based on the number of solid waste customers serviced and the needs of the Town.

The Town shall deliver to the Sanitary Landfill during the term of the contract all Town Solid Wastes delivered to and removed from the Town's transfer station located at 450 East South Street, Collierville, Tennessee, or from other locations as the Town may designate within its sole discretion.

The contractor shall warrant that it will preserve for the use of the Town sufficient volume at the sanitary landfill during the term of the contract and for all extensions.

Comply: DRK Exception: \_\_\_\_\_

Contractor shall identify the average unload time below. The average unload time shall begin when a truck enters the landfill gate and end when the truck leaves the landfill site.

Average unloading time: 22 minutes

The contractor shall provide tickets to the driver showing the tonnage of the truck load prior to the driver leaving the landfill.

Comply: DRK Exception: \_\_\_\_\_

The contractor shall invoice the Town monthly. Invoice amounts shall match the tipping tickets provided to the drivers.

Comply: DRK Exception: \_\_\_\_\_

The contractor shall have complete control and direction over all of the operations and practices of the sanitary landfill subject to the continuous supervision of state and local agencies having jurisdiction over the landfill.

Comply: DRK Exception: \_\_\_\_\_

8. LANDFILL SITE LOCATION

The contractor shall include a site description identifying the address of the Sanitary Landfill disposal site and its distance in relationship to the Town owned transfer station located at 450 East South Street, Collierville, Tennessee.

Landfill Address: Northeast MS Regional Landfill  
2941 County Rd 302  
Walnut, MS 38683

Travel Distance from Landfill to Collierville Transfer Station: 4.4 (4 lane highway) Miles

9. LANDFILL PERSONNEL

Contractor will submit a contact list of any and all key personnel that will assist in providing Landfill Disposal Services to the Town. Employee's name, position title, contact number, and years of experience should be included. (Example: Contract Manager, Project Manager, Landfill Manager, Site Supervisor, ect.)

NAME: David Green TITLE: District Manager

WORK RELATED EXPERIENCE: 4 Years CONTACT NUMBER: 662 750 - 8110

NAME: Marty Dunkin TITLE: Division Vice President

WORK RELATED EXPERIENCE: 20 Years CONTACT NUMBER: 662 415 - 0220

NAME: Tracy King TITLE: Division Office Manager

WORK RELATED EXPERIENCE: 18 Years CONTACT NUMBER: 662 223 - 2326

NAME: Jody Burdette TITLE: Maintenance Manager

WORK RELATED EXPERIENCE: 30 Years CONTACT NUMBER: 662 223 - 6800 ext 62314

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_ Years CONTACT NUMBER: (\_\_\_) \_\_\_ - \_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WORK RELATED EXPERIENCE: \_\_\_ Years CONTACT NUMBER: (\_\_\_) \_\_\_ - \_\_\_

10. LANDFILL HOURS OF OPERATION

The contractor shall agree to give the Town access to the sanitary landfill daily, Monday thru Friday, from 6:00 AM until 6:00 PM and on Saturday from 6:00 AM to 4:00 PM when needed.

Comply: DRG Exception: \_\_\_\_\_

The contractor shall agree to give the Town access to the sanitary landfill during regular daily work hours on the following holidays Thanksgiving Day and Christmas Eve. Collierville Sanitation crews typically work these days.

Comply: DRG Exception: \_\_\_\_\_

In the event of a collection schedule change during the term of the contract the contractor shall agree to give the Town access to the sanitary landfill during regular daily work hours, provided that the Town submits a written request to the contractor (7) seven days prior to the collection change.

Comply: DRG Exception: \_\_\_\_\_

11. STATE AND FEDERAL REGULATION COMPLIANCE

The contractor shall provide certified documentation that the sanitary landfill is in compliance with all applicable State and Federal laws and regulations for the disposal of solid waste of the nature of the Town's Solid Waste.

Comply: DRG Exception: \_\_\_\_\_

The contractor shall warrant that the sanitary landfill will maintain compliance with all applicable State and Federal laws and regulations for the disposal of Town Solid Waste during the entire term of the contract and during any renewal period(s) of the contract.

Comply: DRG Exception: \_\_\_\_\_

Materials must be disposed of in a Class I Sanitary Landfill as defined by the regulations of the Tennessee Department of Environment and Conservation, Rule 1200-1-7-.01(3)(a), as a sanitary landfill which serves a municipal institution, and/or rural population and is used or to be used for disposal of domestic waste, commercial waste, institutional waste, municipal solid waste, bulky waste, landscaping and land clearing waste, industrial waste, construction/demolition waste, farming waste, shredded automotive tires, dead animals, and special waste.

Comply: DRG Exception: \_\_\_\_\_

The contractor shall represent and warrant that all existing, prior and future uses at the sanitary landfill comply with and are not in knowingly in violation of, and have not knowingly violated and will not knowingly violate, in connection with ownership, use, maintenance or operation of the sanitary landfill and the conduct of the business related thereto and therein, all applicable federal, state, county, or local statutes, laws, regulations, rules, ordinance, code, rule, regulation, government directive, order or decree, regulating, relating to or imposing liability standards of conduct concerning or affecting, either directly or indirectly, the generation, handling, treatment, storage, transportation, or disposal of any waste, including but not limited to any petroleum, petroleum byproduct (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas, or hazardous, toxic, or regulated substance, product, material, waste, pollutant or contaminant, as may now or at any time hereafter be in effect.

Comply: DRG Exception: \_\_\_\_\_

The contractor further represents that the sanitary landfill has at no time been used, nor will it be used for disposal or treatment of Hazardous Waste or hazardous substances as those terms are defined in any federal statute regulating the disposal or cleanup of such wastes or any similar law of the State the landfill resides in.

Comply: DRG Exception: \_\_\_\_\_

**12. LANDFILL EQUIPMENT**

The contractor shall maintain in good working order a minimum of one (1) tipping platform that the Town of Collierville may use to tip its solid waste transfer trailers. Use of the tipping platform will be at no cost to the Town. In the event that the tipping platform is not operational and a second tipper is not available for use by the Town, the contractor shall notify the Town within two (2) hours of the initial equipment failure and will have a twelve (12) hour period to make any necessary repairs from the initial equipment failure to put the unit back into service.

Comply: DRG Exception: \_\_\_\_\_

The contractor shall give a minimum of fourteen (14) days written notice to the Town prior to performing any scheduled maintenance that would render the tipping platform non-operational. Any scheduled maintenance must be performed and completed within a twelve (12) hour period if a second tipping platform is not available for use by the Town.

Comply: DRG Exception: \_\_\_\_\_

If for any reason a tipping platform is not available for use by the Town during any one period greater than twelve (12) hours the Town may assess liquidated damages for each trailer that requires unloading after the expiration of the twelve (12) hour period (see **Item 13 Liquidated Damages**).

Comply: DRG Exception: \_\_\_\_\_

The contractor shall maintain in good working order scales at the sanitary landfill to be used in weighing Town solid waste. The Town may, on a reasonable basis, make inspections of the sanitary landfill and the contractor's scales during normal hours of operation. Inspection shall be made only by authorized employees or authorized agents of the Town. Such inspections shall not interfere with the orderly operation of the sanitary landfill.

Comply: DRG Exception: \_\_\_\_\_

**13. LIQUIDATED DAMAGES**

If the Town's vehicles delivering Town Solid Waste to the Sanitary Landfill are not able to unload utilizing the landfill tipping platform and access to the tipping platform is not available within a twelve (12) hour period resulting in additional cost and difficulty in transportation and disposal of materials by the Town. The contractor shall agree to pay a sum in the amount of \$200 per trailer in liquidated damages for every trailer unable to unload utilizing the tipper platform after the twelve (12) hour period is expired. The liquidated damage amount may be deducted from sum due to the contractor. The Town shall retain the option to dispose of loaded trailers at the location of its choice if the contractor is unable to unload within an agreeable period of time.

Comply: DRG Exception: \_\_\_\_\_

If the Town's vehicles delivering Town Solid Waste to the Sanitary Landfill are not able to unload within thirty (30) minutes of arrival within the operating hours set forth in these specifications, due to acts or omissions of the contractor, resulting in additional cost and difficulty in scheduling to the Town. The contractor shall agree to pay the Town the following sums as liquidated damages, which the Town may deduct from sums due to the contractor:

- If the vehicle is able to unload within the second 30 minutes of its arrival.... \$50.00
- For each additional 30 minutes that the vehicle is unable to unload..... \$50.00

Comply: DRG Exception: \_\_\_\_\_

**14. PRICE ADJUSTMENTS**

After the first full year of service following the execution of this contract the rate per ton for Solid Waste disposal services hereunder may be increased or decreased each July 1 for the next twelve month period based upon the percentage change of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All Items (the "Index") during the previous twelve (12) months (July 1 through June 30). For the purpose of computing the percentage change aforesaid for the respective periods from July 1 through June 30, the parties shall use the publications of the Index occurring closest to July 1 and the following June 30 which best encompass the period from the relevant July 1 to the following June 30. If there is any delay in the ability of the parties to make such calculation due to the publication of the necessary information, the calculation shall be made as soon as possible and any change in the rate shall be retroactively applied. The contractor shall be responsible for making such calculation and furnishing the underlying basis to the Town. The percentage change in the CPI shall be rounded to the nearest tenth of a percent. The increase or decrease in any year shall be limited to no more than seven percent (7%). Increases and decreases shall be subject to approval by the Board of Mayor and Aldermen.

Comply: DR/- Exception: \_\_\_\_\_

**15. CONTRACT TERM**

The period of this Contract shall be for sixty (60) months, proposed to begin July 1, 2012. This Contract may be extended by the TOWN for five (5) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of one hundred and twenty (120) months, by written notice to the CONTRACTOR given at least thirty (30) days before the expiration of the term then in existence.

An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Town's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

- END -