

CITY OF SPRING HILL, TENNESSEE
CONTRACT DOCUMENTS
&
SPECIFICATIONS
FOR
BRUSH GRINDING AND DEBRIS REMOVAL SERVICES



November 1, 2019

REQUEST FOR PROPOSALS
For Brush Grinding and Debris Removal Services
City of Spring Hill, Tennessee

Sealed Proposals will be received by the City of Spring Hill, Tennessee, for the Installation of Guardrails at City Hall, 199 Town Center Parkway (**for hand delivery or courier service**), P.O. Box 789 (**for regular mail service**) Spring Hill, Tennessee 37174, on or before November 19, 2019 at 2:00pm. The envelope containing the proposal must be sealed and plainly marked "Proposal for Brush Grinding and Debris Removal Services".

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

The defined terms appearing in the General Specifications apply to all Contract Documents.

The City reserves the right to reject any or all Proposals regarding the services, 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 the City.

INSTRUCTIONS TO BIDDERS
BRUSH GRINDING AND DEBRIS REMOVAL SERVICES

1. RECEIPT AND OPENING OF PROPOSALS

The City of Spring Hill invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at City Hall until 2:00 p.m. on November 19 , 2019, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to April Goad, City Recorder, 199 Town Center Parkway (*for hand delivery or courier service*), P.O. Box 789 (*for regular mail service*), Spring Hill, TN 37174 and plainly marked "Proposal for Brush Grinding and Debris Removal Services".

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of bids and must be signed by the Bidders.

If a unit price or a lump sum 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 or lump sum bid entered above or below it, and initialed by the Bidder in ink.

Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Proposal for Brush Grinding and Debris Removal Services". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Request for 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. AWARD OF THE BID

The Bid shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Bidder.

The Bidder to whom the Bid shall have been awarded will be required to execute 3 copies of the Contract on the form attached. In case of the Bidder's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award and the award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the City may elect.

4. CONDITIONS

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

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document 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.

5. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the 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 posted on the City's website. Every request for such explanation shall be in writing (email) addressed to April Goad, Recorder at agoad@springhilltn.org. 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 Bid Documents.

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 emailed to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Proposals.

6. 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 his 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.

7. 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. The 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.

The 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) 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 independent certified public accountants.

(b) 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 (copy of city and county business license) and in good standing under the laws of the State of Tennessee. A copy of a valid contractor license is required. A certificate of insurance with the City listed as a certificate holder will be required once the contract is awarded.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he 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 Bid Documents.

(b) 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 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

8. 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) Default on a previous municipal bid for failure to perform.

9. METHOD OF AWARD

The 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.

10. TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill.

INSTALLATION OF GUARDRAILS
BRUSH GRINDING AND DEBRIS REMOVAL SERVICES

1. SCOPE SITE LOCATION AND EXPECTED VOLUMES

- Brush, leaves, limbs and other similar organic materials are regularly collected by the City of Spring Hill and hauled to a city-owned site located at 3893 Mahlon Moore Road. The successful bidder shall be capable of grinding and hauling mixed brush and wood materials to an offsite facility for disposal. The size of logs typically do not exceed 24”.
- Periodically the deposited brush requires that it be ground or chipped and removed from the site. This typically occurs twice a year but may vary due to weather conditions, storms, growth of population, etc. Onsite services have averaged yielding approximately 4,500 cubic yards or mulch per grinding. However, future volume may vary.

2. REQUIREMENTS FOR BRUSH GRINDING AND DEBRIS REMOVAL SERVICES

- Shall furnish all labor, equipment and material required to grind the brush and haul the ground debris off site for proper disposal or further processing.
- Contract price will be per brush grinding and debris removal on an as needed basis for twenty-four (24) months from the date of contract execution. Upon mutual agreement of both parties the bid quotes may be renewed annually by the City of Spring Hill for a maximum of two twelve (12) month periods beyond the initial 24 month Agreement term.
- A representative of the City will contact the vendor when brush grinding and debris removal services are needed. It is estimated that the City will need to grind twice a year. A third grinding may be needed in late spring.
- The City, along with the vendor, will monitor and track the cubic yards of brush and debris hauled from the site. The vendor will be compensated for the number of cubic yards of ground up yard waste hauled away times the unit price.

3. ADDITIONAL INFORMATION SPECIFIC TO THIS RFP

- All bids should be signed by the company’s representative giving bid. Payment will be made (30) days after services unless a discount is given for earlier payment.
- Vendor must submit the following information as part of Vendor’s proposal:
If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.
- Contractor will have access to the site from 6:30AM to 3:00PM, Monday through Friday excluding holidays to deliver, setup and remove equipment, grind, load and haul.

4. SPECIAL CONDITIONS

- All vendors are requested to inspect the site prior to bidding. Failure to inspect the site shall not be grounds for withdrawal of the bid.

- All bidders shall supply a list of at least (3) references for work they have performed of a similar nature preferably for municipalities or governmental units.
- The City requires leaves/yard waste to be bagged prior to pick up in brown paper bags. Vendor will be required to process yard waste in plastic bags, if any. The City may assist but shall not be obligated to remove any plastic found in the deposited brush, leaves or yard debris.
- Subcontracting without the expressed written consent of the City shall not be allowed.
- The City cannot guarantee that the mixed brush and wood collected will not contain metal.

5. BIDDER RESPONSIBILITIES

- Respond in a reasonable period of time to the request for services which shall be interpreted to be (30) calendar days from date of the request, adjusted for weather conditions.
- Provide sufficient labor, equipment and materials to grind the collected materials efficiently and in a safe manner without undue interruption to the routine daily collections activities at the site.
- Remove all ground or chipped debris to a properly licensed landfill, mulch farm or other proper disposal area.
- Process leaves that have been collected in paper leaf bags
- Move all ground materials from discharge area to mulch storage area
- Load ground mulch into trucks for hauling

6. UNIT BID PRICE

- Unit bid price shall be submitted for an all-inclusive rate which shall include:
- All costs associated with the relocation and setup of equipment at the site
 - Labor, materials, equipment and equipment time to grind mixed brush and wood materials
 - Labor, materials and equipment to load and haul away all mulch produced
 - All cost associated with the removal of equipment from the site
 - Overhead profit

[Continued on next page]

7. COST PROPOSAL FOR GUARDRAILS

Proposal of _____
(Proposer company name)
To: The City of Spring Hill
Ref: Brush Grinding and Debris Removal Services

CUBIC YARD PRICE FOR GROUND UP YARD WASTE HAULED OFF SITE

(Unit price written)

(Unit price in numbers)

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and _____ (“Vendor”) (collectively as “Parties”), and is entered into on _____, 2019, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires brush grinding and debris removal services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be _____, _____.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through _____. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties annually for a maximum of two twelve (12) month periods beyond the initial 24 month Agreement term.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. Respond in a reasonable period of time to the request for services (30 calendar days)
- b. Provide all labor, materials and equipment to grind the collected materials efficiently and in a safe manner
- c. Remove all ground or chipped debris to a proper disposal area
- d. Process leaves collected in paper bags
- e. Move all ground materials from discharge area to mulch storage area
- f. Load ground mulch in to trucks for hauling

5. CITY'S RESPONSIBILITIES.

- a. Provide contractor with access to the City collection site from 6:30AM to 3:00PM, Monday through Friday excluding holidays
- b. Collect and pile brush, leaves, limbs and other organic materials at the site located at 3893 Mahlon Moore Road

6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents

employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.
8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or sub consultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

19. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

20. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

If to City:

Mayor Rick Graham
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.
22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.
23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____
RICK GRAHAM
Mayor of Spring Hill
Date of Execution: _____

By: _____
VENDOR REPRESENTATIVE
Date of Execution: _____