City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2017-008

1. Solicitation identified: These specifications apply to the following procurement:

   municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station

   Purchasing Office Solicitation No.: 2017-008

2. Notice to Bidders publication date: **April 27, 2017**

3. Solicitation release date: **April 27, 2017**

4. Mandatory* Pre-Bid Conference: **May 4, 2017, 2:00 p.m. Central Time, to commence at the following location:**

City of Franklin Sanitation and Environmental Services Department Headquarters
417 Century Court
Franklin, TN 37064

*PLEASE NOTE:

- The City has scheduled a mandatory pre-bid conference, including a tour of the City's Solid Waste Transfer Station, for this procurement.
- Bidders may compete for either of the following combinations of services:
  a. both municipal solid waste Transfer Station Operation Services and municipal solid waste Transport Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station; or
  b. only municipal solid waste Transport Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station.
- Service providers who intend to compete for either of the above-listed combinations of services are required to be represented in person at the mandatory pre-bid conference, including a tour of the City's Solid Waste Transfer Station. Any bid submitted by a service provider who is not represented in person at the mandatory pre-bid conference, including the tour of the City's Solid Waste Transfer Station, shall be considered by the City to be non-responsive and shall be rejected.
- The mandatory pre-bid conference is scheduled to include a tour of the City's Solid Waste Transfer Station, 409 Century Court (which is located next door and is in walking-distance proximity to the City's Sanitation and Environmental Services Department Headquarters).
- Parking for the mandatory pre-bid conference, including the tour of the Solid Waste Transfer Station, is available at the City's Sanitation and Environmental Services Department Headquarters, 417 Century Court.
- If you have personal protective equipment (PPE) of your own, specifically, a reflective vest and hard hat, please bring those to wear during the facility tour.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **May 9, 2017, 2:00 p.m. Central Time**

6. Bids submittal deadline and scheduled opening: **May 23, 2017, 2:00 p.m. Central Time**

7. Tentative date of release of City's tabulation of bids received and notice of intent to award: **June 9, 2017**

8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **June 27, 2017**

9. Tentative date of term of award to commence: **October 1, 2017**
(but not sooner than July 1, 2017 and not later than January 1, 2018)

10. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a service provider to furnish all labor, materials and means necessary to provide municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station. See the accompanying Instructions for Bidders for additional information and instructions.

11. Exceptions:

    a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

    b. Any deviation or variance from the City's specifications shall be considered to be an exception.

    c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

12. General terms and conditions:

    a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).

    b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.

    c. Delivery terms. See specifications below.

    d. Payment terms. As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred payment terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

    e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

    f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.

    g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

    h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.

    i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the successful bidder's own expense and at no additional charge to the City.

    j. Standard Procurement Terms and Conditions. By submitting its bid, the service provider certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

    k. Refusal to honor submittal. If and after an award is made by the City, if the service provider refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the service provider indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the service provider's representation that materials supplied by the service provider do not contain trade secrets or proprietary information which is not subject to public disclosure.

m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

> The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

13. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

13.1. General:

13.1.1. City seeks bids from qualified bidders for municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station.

13.1.2. _____ To be qualified to bid on municipal solid waste Transport Services, bidder must have been in the business of solid waste transportation for at least the most recent three (3) years. The bidder shall indicate on the Bid Submittal Form the year the bidder first delivered such services.

13.1.3. _____ To be qualified to bid on municipal solid waste Transfer Station Operation Services, bidder must have been in a similar or related business for at least the most recent three (3) years. The bidder shall indicate on the Bid Submittal Form the year the bidder first delivered such services, and the type of such services.

13.1.4. At present, City is party to an ongoing arrangement with Bi-County Solid Waste Management System ("Bi-County"), a Tennessee solid waste authority created by interlocal agreement by and between the Montgomery County government and the Stewart County government, for municipal solid waste transport and sanitary landfill disposal services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station. Services pursuant to this arrangement with Bi-County are to be rendered through June 30, 2017. At present, City has three (3) more exclusive options to extend the term of award beyond June 30, 2017, each option for exactly three (3) years.

13.1.5. Currently, pursuant to the ongoing arrangement with Bi-County, the City is currently paying $33.09 per ton of municipal solid waste stream processed at the City's Solid Waste Transfer Station for both transport from the City's Solid Waste Transfer Station and disposal services. This rate per ton is scheduled to be adjusted exactly once for any exercised three-year option to extend the term of award, such adjustment to be calculated based on a specified federal government inflation index (by the percentage change between the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, US City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, for the month of March of the same calendar year during which the successive term commences, in comparison with the like index figure descriptive for the month of July, 2012).

13.1.6. At present, City operates the City's Solid Waste Transfer Station with its own labor and equipment.

13.1.7. In order to identify any alternatives available to the City as the City considers whether to exercise its next option with Bi-County for the term of award July 1, 2017 through June 30, 2020, City is separately soliciting bids at this time:

- for municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station (pursuant to this procurement solicitation no. 2017-008); and
- for municipal solid waste Disposal Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station (pursuant to a separate procurement solicitation no. 2017-009).

13.1.8. _____ Bidders specifically acknowledge that City reserves the right to act in what the City perceives to be the best and most advantageous interests of the City, and that City may or may not accept any bids received as a result of this procurement solicitation no. 2017-008, and may or may not reject any or all bids received as a result of this procurement solicitation no. 2017-008.

13.1.9. Pursuant to this procurement solicitation no. 2017-008, bidders may compete for either of the following combinations of services:

- both municipal solid waste Transfer Station Operation Services and municipal solid waste Transport Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station; or
- only municipal solid waste Transport Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station.

13.1.10. _____ Bidders shall include with its completed Bid Submittal Form references for similar type of services provided to customers of similar or higher volume within the last twelve months from three (3) different customers. Reference information to be provided shall include: customer name, customer address, description of services provided, date of service commencement and whether ongoing, current or most recent volume per year, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a recent customer of the bidder for similar services, then add the City of Franklin to the list of references as a fourth reference. At least one reference shall be for a customer requiring municipal solid waste transport services and, optionally, municipal solid waste transfer station operation services for a minimum of 500 tons of municipal solid waste per day of operation.

13.2. Definitions:

13.2.1. _____ "Disposal Services" shall mean taking delivery and final disposition at a sanitary landfill permitted to accept Class I municipal solid waste.

13.2.2. _____ "Diverted Waste" shall mean waste that is accepted at the Transfer Station but is not intended for disposal at a sanitary landfill and shall include recyclables (such as what is collected by means of the City's Blue Bag Recycling Program or any successor to that program), wood waste and yard waste, and any other solid waste that may be diverted for purposes of calculating the State's 25% reduction goal for Williamson County. Processing Diverted Waste is beyond the scope of this procurement solicitation no. 2017-008 and is the City's responsibility.

13.2.3. _____ "Excluded Waste" shall mean waste that is not accepted at the Transfer Station and shall include Hazardous Waste and Special Waste as disallowed by the State of Tennessee, medical waste, discarded appliances and white goods, toxic substances, radioactive waste, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), tires, construction or demolition debris delivered to the Transfer Station by a commercial hauler, or any other type of waste that is not permitted to be disposed of in a Subtitle D, Class I landfill.

13.2.4. _____ "Hazardous Waste" shall mean a type of Excluded Waste and shall include solid waste defined as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §260l et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic waste.

13.2.5. _____ "Municipal Services Complex" shall mean the campus of City-owned land and facilities located on Century Court, Franklin, TN 37064, that includes the Transfer Station, scale house, scales, wood chipping area, rolling stock shelter and offices of the City's Sanitation and Environmental Services Department, as well as areas designated for other purposes.

13.2.6. _____ "Municipal Solid Waste" shall mean the solid waste stream collected by commercial haulers or the City and delivered to and deposited at the City's Transfer Station, including residential waste (including garbage, refuse, trash and bulky waste), construction and demolition debris collected and delivered to the Transfer Station by the City, commercial waste and Diverted Waste.

13.2.7. _____ "Service Provider" shall mean the contractor to which the City awards, pursuant to this procurement solicitation, municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station.

13.2.8. _____ "Special Waste" shall mean a type of Excluded Waste and shall include any discarded material from a non-residential source as defined by the State of Tennessee Rules of Tennessee Department of Environment and Conservation Division of Solid Waste Management.

13.2.9. _____ "Transfer Station" shall mean City's facility located at 409 Century Court, Franklin, Tennessee, and includes the Transfer Station tipping floor upon which Municipal Solid Waste is dumped, the cranes installed at the Transfer Station, as well as the tunnel through which solid waste transfer trailers are towed and in which they are loaded, but excludes the scale house, scales and the wood chipping area.

13.2.10. _____ "Transfer Station Operation Services" shall mean managing the traffic flow at the Transfer Station; taking delivery of and receiving the Municipal Solid Waste; managing the Municipal Solid Waste; undertaking reasonable efforts to refuse acceptance at the Transfer Station of Excluded Waste; setting aside as needed for processing by the City all Diverted Waste received at the Transfer Station to an area of the Transfer Station tipping floor designated by the City for processing by the City; operating cranes at the Transfer Station; and loading transfer trailers at the Transfer Station; but excludes operation of the City scales, staffing the scale house, and processing Diverted Waste at the Transfer Station.

13.2.11. _____ "Transport Services" shall mean transporting Municipal Solid Waste, other than Diverted Waste, from the Transfer Station to a sanitary landfill permitted to accept Class I municipal solid waste of the City's choosing.

13.3. Term of award:

13.3.1. _____ The term of award for services rendered pursuant to this procurement solicitation shall be for five (5) years and shall commence on or after July 1, 2017 but not later than January 1, 2018, and shall expire on or after June 30, 2022 but not later than December 30, 2022. The actual dates of commencement and expiration of the term of award shall be specified and memorialized in the Procurement Agreement to be executed by the parties.

13.3.2. _____ At any time after commencement but not later than thirty (30) calendar days prior to the expiration of the term of award, including any extensions to the term of award made pursuant to this provision, the City and the Service Provider may mutually agree to exercise an option to extend the term of award five (5) times, each time for up to five (5) additional years, for a maximum possible term of award, including the original term of award, of thirty (30) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except for the quoted unit pricing for services to be rendered which shall be adjusted as specified below; and (d) that if the Service Provider chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the Service Provider each retain the non-exclusive right, with or without cause, not to extend the term of award.

13.3.3. Termination.

13.3.3.1. _____ The City and the Service Provider each waive the right to exercise an option to terminate without cause the original term of award, and any exercised extension thereto.

13.3.3.2. _____ If either the City or the Service Provider becomes insolvent or bankrupt or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or ceases to function as a going concern or to conduct its operations in the normal course of business, or if the Transfer Station is sold by the City or closed pursuant to order by Tennessee or United States federal regulator, then the City and the Service Provider each retain the non-exclusive right to exercise an option to terminate immediately the original term of award, and any exercised extension thereto, by notifying in writing the other party of the termination.

13.3.3.3. _____ If either the City or the Service Provider breaches in any manner (other than as set forth in Specification 13.3.3.2) any agreement or contract resulting from the procurement solicitation to which these Specifications pertain, then the non-breaching party may terminate the original term of award, and any exercised extension thereto, by providing written notice to the other party of the allegation and nature of the breach. The party alleged to have breached will have ten (10) calendar days from the date it receives any notice of allegation and nature of a breach to cure payment breaches, and thirty (30) calendar days from the date it receives any notice of allegation and nature of a breach to cure all other breaches, after which time the term of award automatically terminates upon written notice of termination from the non-breaching party provided within thirty (30) days after the expiration of the relevant cure period.

13.3.3.4. _____ See City's Standard Procurement Terms and Conditions for additional provisions regarding "Termination."

13.4. Pricing:

13.4.1. _____ Quoted unit pricing for services rendered shall apply only to the initial two (2) years of the original term of award.

13.4.2. _____ After the initial two (2) years of the original term of award, and if the term of award is extended beyond the original term of award pursuant to the provision above for City exercising such options, then the quoted unit pricing for services rendered (in total, not just for any particular component thereof) shall be adjusted exactly once per year and, in comparison with the quoted unit pricing for services to be rendered during the initial two (2) years of the original term of award, exactly by the percentage change between the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, for the month of December of the first calendar year preceding the calendar year during which the service year commences, in comparison with the like index figure descriptive for the month of May, 2017.

13.4.3. _____ Quoted unit pricing for services rendered shall be expressed in terms of U.S. dollars per short ton (2,000 pounds) of solid waste.

13.4.4. _____ Bidders shall quote, using the accompanying Bid Submittal Form, the total unit pricing for rendering municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City's municipal solid waste stream that is processed at the City's Solid Waste Transfer Station.

13.4.5. _____ Service Provider shall provide, and quoted unit pricing for services rendered shall include cost of Service Provider providing, a performance bond by a corporation duly authorized to provide a surety under the laws of the State of Tennessee for the faithful performance of any agreement or contract resulting from the procurement solicitation to which these Specifications pertain, and for the prompt payment of labor and material furnished, said bond to be equal in amount to the annual value of the bid pricing, said value to be calculated by multiplying the total unit price per ton for all services bid to be rendered by the specified estimated annual quantity of Municipal Solid Waste to be processed by the Service Provider pursuant to this procurement.

13.4.6.:

13.4.6.1. _____ Quoted unit pricing for services rendered shall be all inclusive for all services to be rendered and all costs of doing so, and shall be the same for Transport Services regardless of the method for towing the Service Provider's loaded solid waste transfer trailers to the landfill. Except for fuel, the City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, administrative fees, State of Tennessee and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Except for fuel, any changes to the Service Provider's cost of doing business and/or service delivery, including but not limited to any example listed above, shall be absorbed by the Service Provider and shall not be subject to pass-through to City.

13.4.6.2. _____ Fluctuations in fuel costs more than 10% above or more than 10% below the U.S. Department of Energy Midwest (PADD 2) Region Index ("Index") per gallon of on-highway ultra-low sulfur diesel fuel on the day of the City's bids submittal deadline and scheduled opening for this procurement solicitation shall be recovered by the Service Provider (in the case of a fluctuation more than 10% above the 5/23/2017 Index) or the City (in the case of a fluctuation more than 10% below the 5/23/2017 Index) through a Fuel Surcharge or Discount ("FSD") computed using the following formula:

(Current Index per gallon minus 5/23/2017 Index per gallon) / 5.00 miles per gallon = FSD per mile

(FSD per mile multiplied by round-trip miles) = FSD per load

The FSD, which is to be updated on the first Monday of every new month during the term of award, including any extensions to the term of award, will be computed on a dollars-per-mile basis, and translated to a dollars-per-load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge or discount is to be levied unless the current Index is either at least 10% above or at least 10% below the 5/23/2017 Index. When the first business day falls on a holiday observed by the U.S. Department of Energy and no Index is posted on that day, then the update shall utilize the Index for the first day thereafter for which the Index is posted.

13.4.7. _____ For Transport Services only, quoted unit pricing for services rendered shall be landfill-specific for each and every sanitary landfill listed on the Bid Submittal Form. Failure to quote the unit pricing for all of the sanitary landfills listed on the Bid Submittal Form shall cause the bid to be considered by the City to be non-responsive.

13.4.8. _____ For Transport Services only, quoted unit pricing may assume that the landfill selected by the City to regularly and routinely accept deliveries of solid waste at the sanitary landfill from the City between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

13.5. Quantities of Municipal Solid Waste, excluding Diverted Waste, to be processed by the Service Provider pursuant to this procurement:

13.5.1. For the purposes of this bid, City estimates the following quantity per service year of Municipal Solid Waste, excluding Diverted Waste, to be processed by the Service Provider pursuant to this procurement: 81,000 tons per year for the year beginning July 1, 2017. Reports of actual quantities of Municipal Solid Waste, excluding Diverted Waste, by service year since July, 2012 (Appendix A) are attached. Please note that construction or demolition debris delivered to the Transfer Station by a commercial hauler became Excluded Waste effective with the current service year (the year beginning July of 2016).

13.5.2. _____ By indicating "C" for comply with this provision, Service Provider specifically acknowledges that the above estimated quantity per year of Municipal Solid Waste, excluding Diverted Waste, does not represent a guaranteed minimum, guaranteed actual or guaranteed maximum quantity to be processed by the Service Provider pursuant to this procurement solicitation and is provided only for the bidder's information in the process of preparing its bid, and for the City to use in calculating the total estimated value per service year of a particular bid.

13.5.3. _____ City hereby specifically rejects any minimum or maximum limits on the quantities of solid waste to be processed by the Service Provider pursuant to this procurement.

13.5.4. _____ The Service Provider agrees to utilize and abide by the results of the City's scales at the Transfer Station. Service Provider may, at its own cost and during normal business hours, inspect the City's scales and test the accuracy of the same. Any such test results shall be provided to both City and the Service Provider. Documented inaccuracies shall, at the request of either party, result in timely invoice adjustments and scale repairs.

13.6. Obligations of the parties regardless of whether Service Provider is providing Transfer Station Operation Services:

13.6.1. _____ City shall own and maintain Transfer Station, including the stationary cranes.

13.6.2. _____ City shall retain responsibility for obtaining all permits and approvals related to the operation of Transfer Station.

13.6.3. _____ Service Provider shall be responsible for securing necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over its transportation vehicles, equipment and operations. Service Provider shall ensure that its solid waste transfer trailers used to transport City Municipal Solid Waste comply with all relevant federal, state and local laws and regulations.

13.6.4. _____ Service Provider shall be responsible for the condition and maintenance of the solid waste transfer trailers and any vehicles and equipment it supplies for the services it renders to and for City pursuant to this procurement solicitation.

13.6.5. _____ Throughout the term of award, including any extensions thereto, Service Provider shall be staffed and equipped to be able to provide municipal solid waste transport services and, optionally, municipal solid waste transfer station operation services, for a minimum of 500 tons of municipal solid waste per day of operation.

13.6.6. _____ The City shall deliver or cause to be delivered to Transfer Station all City Municipal Solid Waste collected by the City.

13.6.7. _____ The party (either City or Service Provider) rendering Transfer Station Operation Services shall warrant to the other party that it will, during and throughout the term of award, including any extensions thereto, undertake reasonable efforts, in accordance with industry best practices, to prevent acceptance at the Transfer Station of any Excluded Waste.

13.6.8.:

13.6.8.1. _____ The party (either City or Service Provider) then in possession of all waste accepted at the Transfer Station, including any Excluded Waste but excluding any Diverted Waste (which shall be the City's exclusive responsibility to process), shall have the sole and exclusive responsibility and liability for the legal and proper care, custody and control of that waste.

13.6.8.2. _____ For Transport Services only, the Service Provider shall have the sole and exclusive responsibility and liability for the care, custody and control of the waste in its possession from the time that waste is loaded onto the Service Provider's vehicle at the Transfer Station until that waste is unloaded from such vehicle at the destination sanitary landfill designated by the City. Except in the event and to the extent of the City's negligence or willful misconduct, the Service Provider assumes full responsibility and shall bear all liability for any and all damages and fines occurring during the time that said waste is in the Service Provider's control, custody or possession. The Service Provider is expressly prohibited from adding any materials to said waste, or removing any materials from said waste, at any point between the Transfer Station and said landfill without the express written consent of the City. Notwithstanding the foregoing, the Service Provider is not assigned title to said waste by the City by means of these Specifications.

13.6.9. _____ Any Excluded Waste discovered to be in City's municipal solid waste stream shall be the responsibility of the party then in possession of the Excluded Waste, and the legal and proper care, custody, control and disposal of such Excluded Waste shall be the exclusive responsibility and liability of that party, at that party's expense.

13.6.10. _____ Hours of normal operation by the City of the scale house and scales for the Transfer Station are 6:00 a.m. to 4:00 p.m., Monday through Friday, except holidays observed by the City.

13.6.11. _____ The City currently observes ten (10) holidays each year. The schedule of holidays observed by the City for any particular calendar year is available upon request from the City's Transfer Station manager or designee. Holidays currently observed by the City are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Christmas bonus day (usually Christmas Eve or day after Christmas Day)

13.6.12. _____ Hours of City operation by the party (either City or Service Provider) rendering Transfer Station Operation Services of the Transfer Station other than the scale house and scales shall be 6:00 a.m. to 5:00 p.m. or until the Transfer Station tipping floor is clear of Municipal Solid Waste dumped onto that floor before 5:00 p.m. that day, whichever is later, Monday through Friday, except holidays observed by the City.

13.6.13. _____ Any Municipal Solid Waste dumped onto the Transfer Station tipping floor, other than during normal transfer station operating hours, shall be the City's responsibility until the next day of scheduled transfer station operation.

13.6.14. _____ The party (either City or Service Provider) rendering Transfer Station Operation Services shall, during Transfer Station operating hours, load Service Provider's solid waste transfer trailers within the weight limits of the law until the Transfer Station tipping floor is cleared of Municipal Solid Waste other than Diverted Waste dumped onto that floor before 5:00 p.m. each day of Transfer Station Operation Services.

13.6.15. _____ The Service Provider shall use City-owned scales to weigh the Service Provider's solid waste transfer trailers, both empty as they enter the Transfer Station and loaded as they exit the Transfer Station.

13.6.16. The Service Provider shall:

13.6.16.1. _____ Pull an empty transfer trailer into Transfer Station loading tunnel, using that party's own road tractor or yard tractor and that party's own driver or operator.

13.6.16.2. _____ Pull each loaded transfer trailer out of Transfer Station loading tunnel.

13.6.16.3. _____ Before exiting tunnel egress, clear loose debris from the top of each loaded transfer trailer.

13.6.17. _____ The Service Provider shall supply and operate at least the number of solid waste transfer trailer tractors, and shall supply and maneuver at least the number of solid waste transfer trailers, sufficient for the Transfer Station tipping floor to be cleared of Municipal Solid Waste other than Diverted Waste accepted at the Transfer Station each day of Transfer Station Operation Services.

13.6.18. _____ City shall make available and maintain a staging area at Municipal Services Complex with enough space to maneuver and park up to eight (8) solid waste transfer trailers of the Service Provider.

13.6.19. _____ The Service Provider shall properly maintain all tractors and trailers, promptly removing any and all loose debris, and immediately repair any and all hydraulic or fuel leaks on equipment.

13.6.20. _____ The Service Provider shall be solely responsible for any and all environmental cleanup costs and fines resulting from Service Provider's equipment.

13.6.21. _____ The Service Provider shall project a positive image of and for the City, and any receiving landfills.

13.6.22. _____ All operations shall be conducted in a manner that is in compliance with the following:

- All City Sanitation and Environmental Services Department policies and procedures for operations and acceptance of materials, including any additional or amended policies and procedures that may be introduced during the course of the term of award.
- City of Franklin Municipal Code, Title 17, Solid Waste Ordinance.
- City of Franklin Transfer Station Permit as issued by the Tennessee Department of Environment and Conservation (TDEC).
- Sanitation and Environmental Services Department policy prohibiting the salvaging or scavenging of any materials delivered to the Transfer Station Facility.

13.6.23. _____ Service Provider shall provide the amount of space needed on the Transfer Station tipping floor, at the end of each day, for stockpiling and/or processing recyclables collected through the City residential curbside services.

13.6.24. _____ Service Provider shall assist with loading and recyclables collected through the City residential curbside services into City-owned transfer trailers, on a daily basis.

13.6.25. _____ Service Provider shall provide reasonable assistance to City Sanitation and Environmental Services Department personnel and its customers with labor and equipment needed to support successful services provided to the Franklin community, during normal transfer station operating hours.

13.6.26. _____ Service Provider shall provide any and all equipment and services necessary to fulfill the requirements of this Agreement. This includes, but is not limited to, a wheeled loader or like equipment with solid rubber tires for aggregating waste materials on tipping floor and then loading into transfer trailers.

13.6.27. _____ Service Provider shall transport City Municipal Solid Waste from Transfer Station to, and dispose of such waste at, the landfill designated by the City, all in compliance with applicable laws and regulations.

13.6.28. _____ City shall allow Service Provider access to Transfer Station outside normal operating hours to accommodate Service Provider.

13.6.29. _____ City shall, promptly upon request, communicate and share with Service Provider all City data pertinent to this procurement and found by the City to be necessary to share for the efficient operation of the Transfer Station.

13.6.30. _____ Service Provider shall promptly communicate to the City's Transfer Station manager or designee any foreseeable delays to meeting the performance expectations expressed and implied by these Specifications.

13.6.31. _____ Any damage, beyond normal wear and tear, to the real property (land and facilities) of the City or to the personal property (vehicles and equipment) of either party shall be the shall be the exclusive responsibility and liability of the party that caused the damage, if determinable, otherwise of the owner, if not determinable. The cost of repair to a condition approximating the condition immediately prior to damage of property that has incurred any such damage caused by the non-owning party shall be promptly paid by that party to the owning party, such cost to be equal to the least expensive of up to three (3) quotes for such repair.

13.6.32. _____ Service Provider shall provide all safeguards and take any other needed actions as it determines, or as City may determine, to be reasonably necessary to protect the life and health of City employees as well as the general public and to protect City property.

13.6.33. _____ In the event of damage to City property or personal injury that occurs on City property, the accident or loss shall be reported as soon as practicable to City's Transfer Station manager or designee.

13.6.34. _____ For the services it renders to and for City pursuant to this procurement solicitation, Service Provider shall not utilize any subcontractors not identified in its bid submittal without the written consent of City.

13.6.35. _____ Service Provider shall invoice City on a monthly basis for services rendered, and payment thereon shall be due thirty (30) calendar days from date of invoice. Landfill weigh tickets shall be provided with the monthly invoice.

13.6.36. _____ Significant violations of the performance standard may include:

13.6.36.1. _____ Any violation of applicable law or regulations (other than any excess weight violations caused by City's own operations).

13.6.36.2. _____ Adversely impacting the operations of Transfer Station.

13.6.36.3. _____ Failure to properly secure all solid waste being transported to the landfill.

13.6.36.4. _____ Submittal of erroneous or incomplete invoices.

13.6.37. Insurance requirements:

13.6.37.1. _____ Before award of the procurement by the City, the Service Provider shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	$1,000,000 Each Occurrence $1,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $1,000,000 Products-Completed Operations Aggregate (Waiver of Subrogation required)	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, with Additional Insured endorsement attached
Workers Compensation	Statutory limits (Waiver of Subrogation required)	Certificate Holder* only
Employers Liability	$1,000,000 Bodily Injury Each Accident $1,000,000 Policy Limit Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
Umbrella or Excess Liability	$1,000,000 Each Occurrence and $1,000,000 Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, for both Premises/Operations and Products/Completed Operations, with Additional Insured endorsement attached

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

13.6.37.2. _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the Service Provider shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

13.6.37.3. _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the Service Provider shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

13.6.37.4. _____ The Service Provider agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

13.7. Other obligations for each party if Service Provider is providing both Transfer Station Operation Services and Transport Services:

13.7.1. Other City obligations:

13.7.1.1. _____ City shall document any and all instances when, on any day of Transfer Station operation, Municipal Solid Waste dumped onto the Transfer Station tipping floor before 5:00 p.m. is not cleared by the Service Provider before the Transfer Station closes for that particular day. Any such instances shall be deemed by the City to be a violation of the contract.

13.7.1.2. City shall use City-owned equipment to broom sweep the transfer station floor once, daily, during normal transfer station operating hours.

13.7.2. Other Service Provider obligations:

13.7.2.1. _____ Service Provider shall operate Transfer Station and load Service Provider's solid waste transfer trailers.

13.7.2.2. _____ Service Provider shall provide personnel and equipment necessary to render Transfer Station Operation Services, including that needed on the Transfer Station tipping floor.

13.7.2.3. _____ Service Provider shall ensure the overhead doors and service doors are secured and locked at the end of each day of Transfer Station operation. In particular:

a. all Transfer Station roll-up doors, including the tipping-floor doors and the tunnel doors, shall be in the down position and locked;

b. all Transfer Station man doors shall be closed and locked; and

c. the main gate at the entrance to the Transfer Station driveway shall be closed when the last person representing the Service Provider leaves for the day.

13.7.2.4. _____ Service Provider shall take all necessary measures to prevent damage to the concrete floor and all other City facilities, including solid tires and a rubber pad attached to the bucket of the loader which are to be replaced as needed to prevent damage to the tipping floor surface.

13.7.2.5. _____ Service Provider shall be solely responsible for the security of the Transfer Station Facility building, equipment and property.

13.7.2.6. _____ Service Provider shall be solely responsible for the transportation of waste, including litter control. Service Provider shall take necessary steps to ensure litter is not deposited on public roads. In the event the Service Provider fails to control litter during transportation, or otherwise causes litter to be deposited on public roads, Service Provider shall be responsible for removing litter from all roads used by Service Provider for transporting waste.

13.7.2.7. _____ Service Provider shall keep inbound waste confined within the building.

13.7.2.8. _____ Service Provider shall keep waste moving through the transfer station operations process to ensure delivering vehicles have adequate space to off-load material within the building.

13.7.2.9. _____ Service Provider shall maintain the unloading area and other work areas in a clean and workmanlike condition, consistent with industry best practices.

13.7.2.10. _____ Service Provider shall clean daily the transfer station tunnel, tunnel entrance and tunnel exit.

13.7.2.11. _____ Service Provider shall take all necessary measures to prevent damage to the concrete floor in the course of operations. Such measures shall include use of solid tires and a rubber pad attached to the bucket of the loader or other equipment, which tires and pad are to be replaced as needed to prevent damage to the tipping floor surface.

13.7.2.12. _____ Service Provider shall be solely responsible for the security of the Transfer Station Facility building, equipment and property during normal transfer station operating hours.

13.7.2.13. _____ Service Provider shall be solely responsible for the transportation of waste, taking necessary steps to ensure litter is not deposited on public roads, including litter control. In the event the Service Provider fails to control litter during transportation, or otherwise causes litter to be deposited on public roads, Service Provider shall be responsible for removing litter from all roads used by Service Provider for transporting waste.

13.7.2.14. _____ Service Provider shall clear of debris the Transfer Station tunnel and exit ramp at end of business each day of Transfer Station operations.

13.7.2.15. _____ Service Provider shall provide a pressure washer and wash the Transfer Station tipping floor at least once weekly.

13.8. Other obligations for each party if City is the party rendering Transfer Station Operation Services and Service Provider is providing only Transport Services:

13.8.1. Other City obligations:

13.8.1.1. _____ City shall operate Transfer Station and load Service Provider's solid waste transfer trailers with a minimum payload of 20 tons (as documented by the landfill weigh ticket) per trailer designed for a payload of at least this weight. (In the event City fails to do so, then Service Provider may invoice City for the 20-ton minimum for that load.)

13.8.1.2. _____ City shall communicate and share all pertinent data to assist Service Provider in planning and efficient management for the transport and disposal of solid waste pursuant to this procurement.

13.8.2. Other Service Provider obligations:

13.8.2.1. _____ Service Provider shall be expected to perform the services required in such a manner and at such intervals so as to be cost effective but not adversely affect, interfere with, or adversely impact the operation of Transfer Station, as determined by City. City shall notify Service Provider in writing of any significant violation of this performance standard and provide Service Provider up to ten (10) calendar days to respond to the notice. Three (3) determinations of significant violations of the performance standard within any twelve (12) month period may be cause for termination of the award and other remedies as may be available to City.

13.8.2.2. _____ Service Provider shall provide litter control within and around the transfer station. Litter must be picked up around the building and adjacent yard areas as needed to maintain a clean and tidy condition, at a minimum, three (3) times per week, and daily as warranted.