

INVITATION TO BID

In accordance with TCA 5-14-11, Polk County Government is now accepting sealed bids for the collection and disposal of solid waste for Polk County. Bid specifications may be obtained from the County Executive's office at the courthouse in Benton, TN or by calling 423-338-4527 or by visiting the county's website www.polkgovernment.com. All bids must be sealed and clearly marked **SEALED BIDS** on the front of the envelope and must be received by December 6, 2011 at 4:00 p.m. sharp in the Polk County Executive's Office

SOLID WASTE SPECIFICATIONS

The following specifications will become same as contract:

HAULING AND DISPOSAL AGREEMENT

This Solid Waste Contract and Agreement made and entered into this the _____ day of _____, _____, by and between POLK COUNTY, a political subdivision of the State of Tennessee, (hereinafter referred to as the “County”), AND

_____,
(hereinafter referred to as the “Company”).

WITNESSETH:

WHEREAS, the Company is actively engaged in the collection, transportation and disposal of solid waste on a commercial basis; and

WHEREAS, the County desires to enter into an agreement with the Company for the collection, transportation and disposal of certain solid waste produced in the County.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Agreement and of the representations, warranties, covenants and provisions hereinafter set forth, the parties do hereby agree as follows:

1. CONVENIENCE CENTERS

A. Contractor agrees to operate six (6) convenience center sites in Polk County under the following terms and schedule:

SITE	DAY(S) OF OPERATION	HOURS
Grassy Creek	Monday	7:00 a.m. – 3:00 p.m.
	Tuesday thru Saturday	9:00 a.m. – 5:00 p.m.
Benton	Monday thru Saturday	9:00 a.m. – 5:00 p.m.
Reliance	Monday, Friday & Saturday	9:00 a.m. – 5:00 p.m.
South Polk County	Monday, Wednesday & Saturday	9:00 a.m. – 5:00 p.m.
Linsdale	Monday, Wednesday & Saturday	9:00 a.m. – 5:00 p.m.
Farner	Monday, Friday & Saturday	9:00 a.m. – 5:00 p.m.

The convenience centers will be closed on the following holidays:

Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and New Year’s Day.

Any revisions, additions or deletions to the convenience center hours of operation or service offered shall be negotiated between the Company and the County.

- B. Each of the convenience centers is presently fenced to allow access only during official hours of operation. The Company will be required to furnish an attendant so that all operations and activities are supervised and controlled when the convenience centers are open for the public. The Company will furnish the receptacles, collect and transport waste to a suitable disposal site, those acceptable wastes being brought to the centers by the RESIDENTS OF POLK COUNTY ONLY.
- C. The company shall maintain the collection centers for the County, including the rental, purchase or equipping of stationary receptacles or compaction equipment and containers, and the Company will furnish routine maintenance and repairs along with all managerial, administrative and supervisory functions necessary for the efficient operation of the centers. The Company shall also be responsible to assure that the County is in compliance with the rules and regulations of the operation of convenience centers under the laws of the state of Tennessee. It shall be the County's responsibility to maintain and repair the roads, including gravel and make any repairs or improvements to the County's property necessary for the performance of this Agreement. The Company will advise the County as to need for site repairs or maintenance and/or other road considerations that may hinder service. The grounds of the convenience centers are to be kept clean at all times.
- D. The Company will furnish a small utility building to be placed inside each center to shelter the attendant during inclement weather. The Company will also be responsible for obtaining electricity, telephones and other utilities necessary to maintain the convenience centers. The Company will also provide such miscellaneous equipment such as fire extinguishers, cleaning supplies, water coolers and security locks and will be responsible for keeping the convenience centers clean and maintained. The Company shall be responsible for all signage including "HOURS OF OPERATION", "POLK COUNTY RESIDENTS ONLY", etc.
- E. The Company is expected to cooperate with the County in its recycling program. However, it will be the County's responsibility to supply the recycling receptacles for collection, to supply transportation and locate the markets for the resale of the recyclable materials.

- F. The existing collection sites in Benton, Grassy Creek and Farner are dual-purpose convenience centers. In addition to the waste receptacles common to the other centers. The Benton center will have an additional compaction unit, and Benton, Grassy Creek and Farner centers shall also have an open top container to provide for the disposal of tangible property such as old appliances and furniture that cannot be placed in normal receptacles. In addition, the Company shall supply a metals recycling open top at the Benton and Grassy Creek locations. All scrap metal will be hauled to the same recycling center presently used by Polk County. The caretaker for the Benton and Grassy Creek sites are responsible for pickup of the local schools garbage to be placed in the compactor. This involves the use of the caretakers own personal vehicle and therefore, they will be reimbursed for these expenses by the Company.
- G. The Company will be responsible for the hauling trips necessary to transport acceptable waste from the convenience centers to a landfill or waste disposal site. The Company shall provide the County with monthly statements showing the number of pulls per site, as well as a copy of weight tickets for each load delivered to a landfill or waste disposal site.
- H. The acceptable waste generated by the County's citizens excludes the disposal of waste not conforming to sanitary landfill specifications, thus excluding radioactive material, volatile, flammable or toxic materials or medical waste.
- I. The Company is encouraged to keep the existing employees.

2. FEES

- A. In consideration for services provided by the Company to the six convenience centers throughout the County, the County agrees to pay the Company a fee of _____per month
_____annually.

All payments are due within fifteen (15) days of receipt of invoice.

- B. Any federal, state or local law or requirement that increase significantly the cost of the Company's service will be passed on directly to the County in the form of additional fees due.

3. TERM

This Agreement shall be in full force and effect on February 1, 2012 and run through January 31, 2015. It is also the intent of the parties as allowed by law,

that the County shall be permitted a renewal of the Agreement for three additional one (1) year terms at the end of January 31, 2015.

4. INSURANCE

At all times during the term of the within Agreement, the Company shall maintain and keep in force and effect worker's compensation and general liability insurance with an insurance company licensed to do business in the state of Tennessee in the amount required by law for worker's compensation and in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to any one person, TWO MILLION DOLLARS (\$2,000,000.00) with respect to injury or death to more than one person in any one accident or other occurrence, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to damage to property. The Company shall supply to the County a copy of said policy or policies. The Company shall, in accordance with the law of the state of Tennessee, obtain and maintain a business license from Polk County.

5. INDEMNIFICATION

The Company agrees that it shall protect, indemnify, save and keep harmless the County against and from all claims, loss, costs, damages or expenses arising out of or from any accident or other occurrence in, on, or at the convenience center premises, or in conjunction with the Company's executing of the Agreement and contract to any person or property whomsoever or whatsoever, because of the acts or omissions of the Company, its employees, agents, invites, licenses, assignees or contractors. The Company shall protect, save and keep the County harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance whether occasioned by the neglect of the Company as holding under it, and will also protect and indemnify, save and keep harmless the County from any and all claims against and from any and all loss, costs, damage, liens, or expense arising out of the failure of the Company in respect to comply with and perform the provisions and requirements of the within Agreement.

6. FORCE MAJEURE

The County recognizes that Company cannot be responsible for any shutdown of operations that occur due to acts of others through no fault of the Company, and

that shutdown due to acts of God or governmental impositions due to no actions of negligence of the Company do not constitute default hereunder.

7. NOTICE

All notices, requests, demands and other communications required or permitted hereunder shall be in writing to:

The Company:

The County:

Hoyt T. Firestone
County Executive of Polk County
PO Box 128
Benton, TN 37307-0128

8. BINDING

All of the terms and agreements of this Agreement shall be binding upon and inure to benefit of the successors and assigns of the County and the Company, and that no modification of this Agreement shall be binding unless evidenced by an agreement in writing signed by the Company and County.

9. ENTIRE AGREEMENT

This Agreement contains the entire understandings of the parties and no representation, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given to the party hereunder, or to insist upon strict compliance with the terms hereof, and no practice of custom of the parties at variance with the terms hereof shall constitute a waiver of the right to demand exact compliance with the terms hereof.

10. SEVERABILITY

It is expressly understood and agreed between the Company and the County that if any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

11. RELATIONSHIP OF PARTIES

It is expressly understood and agreed between the Company and the County that nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between the parties, it being expressly understood and agreed any provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent contractor (the Company) with a Principal (the County).

12. ASSIGNMENT

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; except, the Company may assign this Agreement to any successor-in-interest, but such assignment shall not relieve the Company of any obligations hereunder.

13. GOVERNING LAW

It is expressly understood and agreed between the Company and the County that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have hereto set their hands and affixed their seals, this _____ day of _____, _____.

BY: _____

BY: _____

OPTION I: Bid in accordance with specifications that covers all of Polk County

OPTION II: Split the Bid as follows

WEST POLK includes the following convenience center sites

- 1. Benton
- 2. Reliance
- 3. South Polk County
- 4. Linsdale

EAST POLK includes the following convenience center sites

- 1. Grassy Creek
- 2. Farner