



# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

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## REQUEST FOR PROPOSAL WASTE DISPOSAL/TRANSFER STATION SERVICES OPENING OCTOBER 10, 2024, 2:00 p.m. EDT

The City of East Ridge will receive proposals for disposal services of the city's solid waste. Proposals will be accepted until 2:00 p.m. EDT, Thursday, October 10, 2024 at East Ridge City Hall; ATTN: Janet Middleton, 1517 Tombras Avenue, East Ridge, TN 37412.

Proposals shall be contained within a sealed envelope, with the outside of envelope clearly marked, "Proposal for Solid Waste Disposal Services 10/10/24." Proposals must be submitted on the enclosed proposal form in accordance to instructions contained herein. An award, if made, will be made to the successful proposer whose proposal is in the best interest of the City of East Ridge. The City of East Ridge reserves the right to accept or reject any and all proposals.

**Proposals received after the opening date and time will not be considered.**

### **PRICES**

Residential and Commercial refuse collected by the city shall be transported to a disposal site/transfer station. The charge for disposal shall be included in the rate set forth in the Proposal for each unit/ton serviced by the Contractor, as indicated on the proposal form.

### **BILLINGS TO CITY**

Contractor shall invoice the city monthly for amount determined. The City shall have fifteen (15) days from date of invoice to pay such invoice.

### **PRE-AWARD COSTS**

The Request for Proposals does not commit the City of East Ridge to pay any costs incurred or associated with the development, preparation, review, submission, and/or presentation submitted by proposers. All costs incurred by the proposer in responding to this request are the responsibility of the proposer.

### **REJECTION OF PROPOSALS**

The City of East Ridge reserves the right to reject any or all proposals for any reason and to waive any technical errors as may be deemed in the best interest of the City of East Ridge. E-mailed or faxed proposals will not be accepted.

### **RIGHT TO INSPECT**

The City of East Ridge reserves the right to inspect the disposal site before and after award of the proposal and to employ or assign an authorized representative to inspect the work performed or being performed by the successful proposer.

## **EVALUATION CRITERIA**

All Proposals submitted on time will be reviewed and considered. Proposal selection will be based upon, but not limited to, the following considerations:

- Understanding the scope of work
- Cost factors
- Prior experience with the same type project
- Disposal/Transfer Station Location

The City of East Ridge provides curbside residential and commercial solid waste collection; therefore, these services are not part of this Request for Proposal.

## **EXPLANATIONS**

Explanation(s) desired by a prospective Proposer shall be requested of the City in writing. If explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposer. All requests for explanations shall be in writing addressed to J. Scott Miller, City Manager, 1517 Tombras Avenue, East Ridge, TN 37412 or emailed to [jscottmiller@eastridgetn.gov](mailto:jscottmiller@eastridgetn.gov). Any verbal statements regarding same by any person prior to the award shall be unauthorized and not binding.

Inquiries received within seven (7) days of the opening date of Proposals will not be given consideration.

## **NAME, ADDRESS, AND LEGAL STATUS OF THE PROPOSER**

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

## **DISPOSAL SITE**

The Proposer shall indicate on the Proposal the name and location of the Disposal Site(s) which the Contractor intends to use to perform the Contract. Further, the Contractor shall provide evidence reasonably satisfactory to the City that if awarded, will have the right to use said Disposal Site(s) under and for the duration of the Contract.

## **INDEMNITY**

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

## **INSURANCE**

The Contractor shall at all times during the term of contract maintain State of Tennessee minimum amount in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All such insurance policies shall name the City of East Ridge as an additional insured. The Contractor shall furnish to the City insurance certificates in form and substance, evidencing compliance by it with the terms of the contract.

## **OPERATIONS**

The weight of all city waste delivered to the contractors transfer station shall be accurately determined by the use of certified scales. Weight of city waste delivered to the transfer station shall be determined at the time the city waste enters transfer station using certified scales. The City shall have the right to test such scales at City's cost to verify the accuracy thereof. Weight tickets shall be provided to truck operator upon weighing at scales.

Proposal shall include transfer station hours of operation, location, and observed holidays.

Contractor shall provide all means and processes required by workforce and/or equipment to move Solid Waste from City collection equipment, to operating floor of Transfer Station, as well as to trailers to transport solid waste to Landfill.

## **TERM**

Contract for disposal services shall commence on the execution of contract and expire upon one year completion with option to renew for five additional periods of one (1) year each. The city and/or contractor shall provide written notification of intent to terminate said services within sixty (60) days prior to the expiration of the current term of the Contract.

## **NONDISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

**PROPOSAL**  
**DISPOSAL OF SOLID WASTE FOR THE CITY OF EAST RIDGE**

***Disposal/Transfer Station***

NAME \_\_\_\_\_

OWNER \_\_\_\_\_

LOCATION \_\_\_\_\_

***Hours of Operation***

Monday through Friday \_\_\_\_\_

Saturday/Sunday \_\_\_\_\_

***Holidays Observed***

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

***Disposal Rates and Fees***

Rate per Ton (Average 800 tons/month) \_\_\_\_\_

Miscellaneous Fees (Fuel, etc.) specify per ton or load \_\_\_\_\_

Minimum Load Accepted \_\_\_\_\_

Company Name and Address:

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Legal Status \_\_\_\_\_

Telephone \_\_\_\_\_

Proposal submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail

**IRAN DIVESTMENT ACT CERTIFICATION**

**EFFECTIVE DATE JULY 1, 2016**

**Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.** Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the "Iran Divestment Act." The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State's website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal** made to a local government for goods or services, when competitive bidding is required, **must contain the certification stated below**, subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. **It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government**, except under limited enumerated circumstances.

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**I certify, under penalty of perjury, that the following statement is true:**

**"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

<p><b>STATE OF</b> _____</p> <p><b>COUNTY OF</b> _____</p> <p>On this _____ day of _____, 20____, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.</p> <p>Notary Public _____</p>
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