

City of Rockwood

March 11, 2024

**CONTRACT DOCUMENTS**

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**SPECIFICATIONS**

**FOR**

**RESIDENTIAL SOLID WASTE COLLECTION AND  
DISPOSAL**

Prepared by: City of Rockwood  
110 North Chamberlain Ave.  
Rockwood, TN 37854

## **REQUEST FOR PROPOSALS**

### **For Solid Waste Collection**

City of Rockwood

Sealed Proposals are invited and will be received by the City of Rockwood for collection of solid waste and disposal for said City.

Proposals must be made on the Proposal Forms and in accordance with instructions to Proponents furnished by the office of the City. Copies of the Proposal Forms are attached hereto.

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

Proposals must be made upon forms published by the City. The City will furnish copies of the Contract Documents and form of Contract to prospective Proponents.

Proposals must be delivered to and be on file with the City on or before 11:00 a.m. on April 19, 2024 and publicly opened and read aloud on the aforesaid date. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Residential Solid Waste Collection and Disposal."

The selected Proponent will be awarded the Contract through an ordinance of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

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

By: City of Rockwood

Date: March 11, 2024

## **INSTRUCTIONS TO PROPONENTS**

### **RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL**

1. **RECEIPT AND OPENING OF PROPOSALS**

The City of Rockwood (City) invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately filled in. Proposals will be received at City Hall until 11:00 a.m. on Friday, April 19, 2024 and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to The City of Rockwood, and plainly marked "Proposal for Residential Solid Waste Collection and Disposal."

2. **PREPARATION OF THE PROPOSAL**

All Proposals shall be made on the Contractor's Proposal Form attached hereto and shall give the amount of bids for work in both words and figures and must be signed by the Contractor as Proponent. All blank spaces in each Proposal Form, together with appropriate schedules, must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Proponent 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 Proponent in ink.

The Proposals received will be compared on the basis of the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the Proposal Form shall govern and any errors found in said products, and in the addition, will be corrected.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, their address, and plainly marked "Proposal for Residential Solid Waste Collection and Disposal." If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the 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. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Proponent by certified mail, return receipt requested.

The Proponent to whom the Contract shall have been awarded will be required to execute two copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the City and the selected Proponent) and to furnish insurance certificates, all as required. In case of their refusal or failure to do so within twenty (20) days after their receipt of formal notice of award, Proponent will be considered to have abandoned all their rights and interests in the award, and Proponent's proposal security, if any, may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Proponent or the work advertised for Proposals as the City may elect. Such forfeited security shall be the remedy of the City.

4. **SECURITY FOR FAITHFUL PERFORMANCE**

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event they are the successful Proponent. Such letter is to be signed by an authorized representative of the surety, together with a certified and effectively dated copy of their power of attorney attached thereto.

The successful Proponent will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in the amount indicated in Section 12.00 of the General Specifications.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The form of the bond is appended hereto.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Tennessee.

5. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

6. **SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents, and subject to Title 17 Refuse and Trash Disposal Chapter of the City of Rockwood Municipal Ordinances.

7. **CONDITIONS**

Each Proponent shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proponents shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Proponent will obtain information concerning the conditions at locations that may affect their work.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to their Proposal or to the Contract. The City shall make all such documents available to the Proponents.

The Proponent shall make their own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the City.

The Proponent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

8. **ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Proponent 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 forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the City Administrator, City of Rockwood, 110 North Chamberlain Ave. , Rockwood, TN 37854. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proponents prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda. 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 mailed by certified mail, return receipt

requested, to all prospective Proponents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

9. **NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT**

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

A corporation shall execute the Proposal by their duly authorized officers in accordance with their corporate by-laws and shall also list the State in which they are incorporated. A partnership Proponent shall give full names and addresses of all partners. Partnership and individual Proponents will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proponent, or the office address in the case of a firm or company, with county and state and telephone number, must be given after their signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with their Proposal, legal evidence of their authority to do so.

10. **COMPETENCY OF PROPONENT**

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The City reserves the right to determine the competence and responsibility of a Proponent from their knowledge of the Proponent's qualifications and from other sources.

The City shall require submission with the Proposal of certified supporting data regarding the qualifications of the Proponent in order to determine whether they are a qualified, responsible Proponent. The Proponent will be required to furnish the following information:

- (a) An itemized list of the Proponent's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Proponent (or their parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Proponent 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 Proponent is licensed to do business and is in good standing under the laws of the State of Tennessee or a sworn statement that they will take all necessary action to become so licensed if their Proposal is accepted.

- (d) Evidence, in form and substance satisfactory to City, that Proponent (or Proponent's subsidiaries or affiliates) has been in existence as a going concern for in excess of three (3) years and possesses not less than three (3) years actual operating experience as a going concern in refuse collection and disposal.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Proponent in order to determine whether they are a qualified, responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Proponent is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to City, that Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to City, that Proponent's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- (d) Such additional information as will satisfy the City that the Proponent is adequately prepared to fulfill the Contract.

The Proponent may satisfy any or all of the experience and qualification requirements of this Paragraph by submitting the experience and qualifications of their parent corporation and subsidiaries of the parent.

## 11. **DISQUALIFICATION OF PROPONENTS**

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 the Proponent and the rejection of their Proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

(d) Default on a previous municipal contract for failure to perform.

12. **BASIS OF THE PROPOSAL**

Proposals for refuse collection and disposal are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed. The rates as written out in words in the Proposal shall govern and any errors found will be corrected.

13. **QUANTITIES- NEED to CONFIRM as accurately as possible.**

The City estimates that the number of Residential Units to be initially serviced under the Contract is approximately 1,725. The City makes no representation as to the reliability of their estimate for Residential Units. Unit Price computations for Residential Units shall be based upon such estimate. Actual number of homes can be agreed upon after contractor's start of service by mutual agreement between City and Contractor.

14. **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 interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City. The City intends that the Contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read, but would not take effect until July 1, 2024.



**CONTRACTOR'S PROPOSAL**  
**FOR**  
**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL**

# RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

## GENERAL SPECIFICATIONS

### 1.00 DEFINITIONS

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 City
- 1.05 Construction Debris
- 1.06 Container
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Dead Animals
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Hazardous Waste
- 1.13 Producer
- 1.14 Refuse
- 1.15 Residential Refuse
- 1.16 Residential Unit
- 1.17 Rubbish
- 1.18 Stable Matter

### 2.00 SCOPE OF WORK

- 2.01 Storms and Other Disasters

### 3.00 TYPE OF COLLECTION

- 3.01 Service Provided
- 3.02 Location of Containers, Bags and Bundles for Collection

### 4.00 OPERATION

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal

- 4.09 Notification
- 4.10 Point of Contact
  
- 5.00 COMPLIANCE WITH LAWS
  
- 6.00 EFFECTIVE DATE
  
- 7.00 NONDISCRIMINATION
  
- 8.00 INDEMNITY
  
- 9.00 LICENSES AND TAXES
  
- 10.00 TERM
  
- 11.00 INSURANCE
  
- 12.00 BOND
  - 12.01 Performance Bond
  - 12.02 Power of Attorney
  - 12.03 Sole Remedy
  
- 13.00 BASIS AND METHOD OF PAYMENT
  - 13.01 Rates
  - 13.02 Modification to Rates
  - 13.03 City to Act as Collector
  - 13.04 Delinquent and Closed Accounts
  - 13.05 Contractor Billings to City
  
- 14.00 TRANSFERABILITY OF CONTRACT
  
- 15.00 EXCLUSIVE CONTRACT
  
- 16.00 OWNERSHIP

1.00 DEFINITIONS

- 1.01 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 1.03 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. in weight.
- 1.04 City - City of Rockwood.
- 1.05 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.06 Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 75 lbs.
- 1.07 Contract Documents - The Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 Contractor - The person, corporation or partnership performing Refuse collection and disposal under contract with the City.
- 1.09 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.10 Disposal Site - A Refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals.
- 1.11 Refuse - Refuse shall mean and include garbage, rubbish, leaves, brush, and

refuse as those terms are generally defined except that dead animals and fowls, body wastes, hot ashes, rocks, concrete, bricks, and similar materials are expressly excluded there from and shall not be stored therewith.

- 1.12 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans. No hazardous waste is accepted under this contract.
- 1.13 Producer - An occupant of a Residential Unit who generates Refuse.
- 1.14 Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.15 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than one family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.16 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock. No stable matter is to be collected under this contract.

## 2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

- 2.01 Storms and Other Disasters - The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contract has no control. In the event of such a flood, hurricane or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

## 3.00 TYPE OF COLLECTION

3.01 Service Provided

- (a) Contractor shall provide curbside collection service for the collection of Residential Refuse (3- 32 gal. cans or equivalent) to each Residential Unit one time per week. Containers, Bags and Bundles shall be placed at curbside by 7:00 a.m. on the designated collection day. Residential Refuse, specifically, but not limited to, tree trimmings, branches, grass cuttings, weeds, leaves and other yard materials, must be placed in Containers, Bags and Bundles, as defined in Sections 1.06, 1.01 and 1.03.

3.02 Location of Containers, Bags and Bundles for Collection

Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys), must be within 6 feet of the alley. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag and Bundle not so placed or any Residential Refuse not in a Bag.

4.00 OPERATION

- 4.01 Hours of Operation - Collection of Refuse shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.02 Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.

4.03 Holidays - The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of their obligation to provide collection service at least once per week.

- 4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 48 hours after the complaint is received.
- 4.05 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Contractor's trucks shall be less than 31,000 G.V.W.
- 4.06 Office - The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.
- 4.07 Hauling - All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented.
- 4.08 Disposal - All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential Unit serviced by the Contractor.
- 4.09 Notification - The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection.
- 4.10 Point of Contact - All dealings, contacts, etc., between the Contractor and City shall be directed by the Contractor to the City Administrator and by the City to the General Manager.

5.00 COMPLIANCE WITH LAW

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on July 1, 2024.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

The Contractor will indemnify and save harmless the City, their officers, agents, servants, 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, their officers, agents, servants and employees in the performance of this 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, their officers, agents, servants and employees.

9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

10.00 TERM

The contract shall be for a five (5) year period beginning upon the execution of the contract and ending five (5) years thereafter. The initial five (5) year term shall automatically be extended for successive additional five (5) year terms, unless either party notifies the other in writing, not less than 120 days prior to the expiration of the initial five (5) year term or of any successive five (5) year term of its intentions to terminate this contract or its intention to renew this contract for a term of one (1) year only. Any such written notice shall be by certified or registered mail, return receipt requested.



11.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

*"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."*

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence; \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence; \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person; \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

12.00 BOND

12.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); provided, however, that the term of this bond is from the 1ST day of July, 2024 until the last day of June 2029 and can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the bond.
- (b) Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.

12.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12.03 Sole Remedy - The City's sole remedy for breach of contract under this Contract or failure to perform shall be to make demand under the terms of the Performance Bond

13.00 BASIS AND METHOD OF PAYMENT

13.01 Rates

- (a) For collection and disposal services required to be performed pursuant to Sections 3.01 (a), the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 13.02.
- (b) For special collection provided by the Contractor pursuant to Section 3.01(b), the charges are to be negotiated between the Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.
- (c) The Refuse collection charges provided by Sections 13.01(a) shall not include disposal and related costs and shall be modified as set forth in Section 13.02.

13.02 Modification to Rates

- (a) The fees which may be charged by the contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wages Earners and Clerical Workers (all items) and a Consumer Price Index for Urban Wage Earners and Clerical Workers. Expenditures Category "Gasoline," published by the U.S. Department of Labor, Bureau of Labor Statistic. As of the last day of October of the first year of the contract and every year thereafter (the "Rate Modification Date"), the fee shall be increased or decreased for the ensuing yearly period beginning the November immediately following the preceding December 31<sup>st</sup> in the percentage amount equal to 80% of the All Items Index plus 20% the Gasoline Index. For purposes of computing the adjustment to fees charged in this paragraph, the increase or decrease shall be determined by comparing the amount shown on the index for December 31, 2022 to that shown on December 31, 2023, and the Index on each December 31<sup>st</sup> thereafter shall be compared to that of the preceding December 31<sup>st</sup> and the price adjusted upward or downward accordingly for the period which runs from November 1<sup>st</sup> of each year to October 30<sup>th</sup> of the succeeding year. However, no annual rate increase resulting from the use of this formula shall exceed 5% per year for the All Items Index; but no cap on the 20% Gasoline Index.
- (b) As soon as possible after a Rate Modification Date, Contractor shall send to City a comparative statement setting out for both the All Items Index and the Gasoline Index.
- (i) the index value on the first full month prior to the commencement of the Contract;
  - (ii) the index value on the Rate Modification Date preceding the date of the statement;
  - (iii) the net percentage change;
  - (iv) the composite percentage change equal to the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and
  - (v) the increase or decrease in the fees which may be charged by the Contractor.

On the next billing date after the receipt of the comparative statement, the City shall pay to the Contractor or the Contractor shall credit to the City, as the case may be, a lump sum equal to any increase or decrease

applicable to that portion of the current period which has elapsed and, thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the City.

- (c) In addition to the above, the fees which may be charged by the Contractor shall be increased or decreased at any time, upon thirty (30) days notice to the City, for additional rate and price adjustments at reasonable times on the basis of unusual changes in Contractor's cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase in the number of Residential Units as set forth in Paragraph 14 of the Instructions to Proponents, such as City growth or annexation; and for other reasons.

13.03 City to Act as Collector - The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01(a), including those such accounts that are delinquent. The City shall submit statements to and collect from all Residential Units for services provided pursuant to Section 3.01(b).

13.04 Delinquent and Closed Accounts - The Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

13.05 Contractor Billings to City - The Contractor shall bill the City for service rendered to Residential Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered to Residential Units irrespective of whether or not the City collects from the customer for such service.

#### 14.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

15.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Refuse collection, removal and disposal services within the corporate limits of the City.

16.00 OWNERSHIP

Title to Refuse and Dead Animals that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the Residential Unit, whichever last occurs.

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Rockwood, TN, a Municipal Corporation of Roane County (hereinafter called the "City") and \_\_\_\_\_,(hereinafter called "Contractor").

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

**WHEREAS**, the Contractor did on the \_\_\_ day of \_\_\_\_\_, 2024, submit a Proposal to provide Residential Solid Waste Collection and Disposal within the City and to perform such work as may be incidental thereto.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. The Request for Proposals.
  - b. The Instructions to Proponents.
  - c. The Contractor's Proposal.
  - d. The General Specifications.
  - e. The resolution of the City ordering or authorizing the work and services contemplated herein.
  - f. The Performance Bond.
  - g. This instrument.
  - h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and

conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:
  - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
  - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at \_\_\_\_\_, as of this \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Rockwood

A Municipal Corporation of

Roane County, Tennessee

SEAL of the City of

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor

and \_\_\_\_\_  
City Administrator/Recorder

By \_\_\_\_\_  
"Contractor"

By \_\_\_\_\_

Its \_\_\_\_\_



**CITY OF ROCKWOOD  
RESIDNETIAL COLLECTION AND DISPOSAL BID**

I. One time per week collection of customer cans at curb.

**Rate per unit per month \$ \_\_\_\_\_ x 1,725 units = \$ \_\_\_\_\_**

Proposer Name: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

Proposer Phone#: \_\_\_\_\_

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_