

**TOWN OF BLUFF CITY, TENNESSEE  
CONTRACT DOCUMENTS  
&  
SPECIFICATIONS  
FOR  
SOLID WASTE COLLECTION AND  
DISPOSAL SERVICES**

**JULY 2026**

REQUEST FOR PROPOSALS  
For Solid Waste Collection & Disposal Services  
Town of Bluff City, Tennessee  
4391 Bluff City Highway, Bluff City, Tennessee 37618

Sealed Proposals will be received by the Town of Bluff City, Tennessee, for collection and disposal of residential and small commercial solid waste at the Bluff City Town Hall, 4391 Bluff City Highway, Bluff City, Tennessee 37618, on or before July 9, 2026, 3:00 p.m., E.D.T. The envelope containing the proposal must be sealed and plainly marked "Proposal for Solid Waste Collection and Disposal Services".

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

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

A proposal bond or certified check must accompany the Proposal, in accordance with the Instructions to Bidders.

The Town reserves the right to reject any or all Proposals regarding the collection and disposal of solid waste, 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 Town.

Date: July 9, 2026

INSTRUCTIONS TO BIDDERS  
SOLID WASTE COLLECTION & DISPOSAL SERVICES

1. **RECEIPT AND OPENING OF PROPOSALS**

The Town of Bluff City, TN invites and will receive Proposals on the forms attached hereto, on which all information must be appropriately completed. Proposals will be received at Bluff City Town Hall until 3:00 p.m. EDT on July 16, 2026, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to **Town Manager**, Town of Bluff City, and plainly marked "Proposal for Solid Waste Collection and Disposal Services".

2. **PREPARATION OF THE PROPOSAL**

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of bids for work and must be signed by the Bidders. 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 Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, in ink, and initialed by the Bidder in ink.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Proposal for Solid Waste Collection and Disposal Services". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Town 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 has been mailed by the Town to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute 3 copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within twenty (20) days

after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's proposal security may be declared forfeited to the Town as liquidated damages. The award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the Town may elect.

**4. SECURITY OF PERFORMANCE**

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

The successful Bidder 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 13.00 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 company 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. INTENT**

The Town of Bluff City's intent and requirements of this RFP are to provide its citizens with the appropriate level of service at the best price and with the highest quality.

The specifications contained within this RFP document are designed to establish an effective, efficient, uniform and safe system of Solid Waste Collection and Disposal services that provides a continuous and uniform level of solid waste collection and disposal services in order to assure protection of the health, safety and welfare of the community.

**7. SCOPE OF WORK**

The selected firm will be required to provide the following services including, but not limited to, the following:

- a) Provide weekly curbside collection service for refuse materials to approximately **732** residences and small businesses (a small business is defined as a business using residential containers). This work only includes refuse collected in customer containers equaling no more than 90 gallons of trash or in containers provided by the Town. It does not include bulky waste, white goods, hazardous waste, dead animals, construction debris and yard waste.
- b) Be responsible for safely and legally transporting and disposing of refuse at a legally permitted landfill or transfer station at no tipping fee cost to the Town.
- c) Providing reports to the Town on refuse materials collected and disposed of at the Town's request.

## 8. **CONDITIONS**

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

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

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The Town shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Bidder'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.

## 9. **ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of the Town 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 Bidder. Every request for such explanation shall

be in writing addressed the Town Manager. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the 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 to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Proposals.

**10. NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER**

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

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

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

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

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

**11. COMPETENCY OF BIDDER**

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

The Town shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on the Contract
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants
- (c) Evidence that the Bidder is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Tennessee or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted
- (d) Evidence, in form and substance satisfactory to Town, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.

In the event that the Town shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents
- (b) Evidence, in form and substance satisfactory to Town, that Bidder 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 Town, that Bidder'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 Town that the Bidder is adequately prepared to fulfill the Contract

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 12 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

## 12. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

- (a) Evidence of collusion among Bidders
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors
- (c) 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

**13. BASIS OF THE PROPOSAL**

Proposals for solid waste collection and disposal services 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.

**14. QUANTITIES**

The Town estimates that the number of units to be initially served under the Contract is approximately **732** residences and small businesses who use residential carts. The Town makes no representation as to the reliability of its estimate. As of the date of this advertisement, the number of residential and small businesses who received solid waste service was **732**.

**15. METHOD OF AWARD**

The Town reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the Town.

The Town intends to award the Contract within 30 days following the date that Proposals are publicly opened and read.

**16. DISPOSAL SITES**

The Bidder is required to dispose of solid waste at a legally permitted landfill or transfer station at no tipping fee to the Town.

## SOLID WASTE COLLECTION & DISPOSAL SERVICES

### GENERAL SPECIFICATIONS

#### 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 with total weight of a bag and its contents not to exceed 35 pounds.
- 1.02 Bin - Metal receptacle that can be lifted and emptied mechanically for use at Commercial Units (Dumpster).
- 1.03 Bulky Waste - Used and discarded mattresses and box springs, stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Yard Waste with weights or volumes greater than those allowed for Containers.
- 1.04 Town – Town of Bluff City, Tennessee.
- 1.05 Commercial Refuse - All Bulky Waste, Construction Debris, Garbage, and Rubbish generated by a Producer at a Commercial Unit.
- 1.06 Commercial Unit - All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the Town, not a Residential Unit.
- 1.07 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.08 Containers
- Refuse shall be collected in resident/business owned containers that do not exceed 90 gallons in total or in containers provided by the Town.
- 1.09 Contract Documents - The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.
- 1.10 Contractor - The person, corporation, or partnership performing solid waste and disposal services under contract with the Town.
- 1.11 Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

- 1.12 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed and permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.
- 1.13 Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Yard Waste.
- 1.14 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.
- 1.15 Producer - An occupant of a Residential or Commercial Unit who generates Refuse.
- 1.16 Recyclable Materials - Newsprint, uncoated mixed paper, aluminum, glass and metal food and beverage containers, plastic containers and such other materials that the Town and Contractor determine to be recyclable and which are placed in the recyclable materials containers or in some manner separated from the waste stream.
- 1.17 Recycling Processing Facility – a facility that receives and processes recycling materials.
- 1.18 Refuse - This term shall refer to Residential and Commercial Garbage, Bulky Waste, Construction Debris and Yard Waste generated at a Residential or Commercial Unit unless the context otherwise requires.
- 1.19 Residential Refuse - All Garbage, Rubbish, and Yard Waste generated by a Producer at a Residential Unit.
- 1.20 Residential Unit - A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. 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.

- 1.21 Rubbish - All waste wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, or Hazardous Waste.
- 1.22 Small Business – a small commercial business that uses containers the same as used by Residential Units.
- 1.23 Storm Debris - Debris, i.e. limbs, building debris, etc., generated by storms or other disasters.
- 1.24 White Goods - Appliances, including, but not limited to, clothes washers, dryers, cook stoves, refrigerators, etc. There are two categories, those requiring Freon removal and those which do not
- 1.25 Yard Waste - All tree trimmings, dead trees, or branches thereof, grass cuttings, garden trimmings, weeds and roots from which all dirt has been removed. Trees and branches shall be a maximum of 5 feet in length and no more than 5" in diameter

## **2.00 SCOPE OF CONTRACT**

- 2.01 The Town of Bluff City is requesting proposals for the collection and disposal of household refuse.

All collection prices shall be firm for the two-year period with a proposed method for extending for another two years. The Town has the option to accept or reject the additional two-year option

- 2.02 The work to be done consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect at curbside household refuse from locations within the Town of Bluff City, Tennessee, collect and transport refuse to a legally permitted class I landfill or transfer station and perform all other work or services incidental to refuse collection and transportation services in strict accordance with the terms and provisions of this Contract. This work only includes refuse in approved containers. It does not include bulky waste, white goods, hazardous waste, dead animals, construction debris and yard waste.

In performance of this Contract, the Contractor binds himself to the Town to comply fully with all provisions, undertakings and obligations hereinafter set forth

- 2.03 Storms and Other Disasters - The collection of storm debris and its disposal shall be addressed by contract addendum. In the event the addendum is incorporated into the contract, these items will be handled accordingly. If the addendum is not included, the

Contractor and the Town will negotiate payment to be made to the contractor for these services

### **3.00 SOLID WASTE COLLECTION AND DISPOSAL PROGRAM**

#### **3.01 Service Provided**

- (a) Contractor shall provide collection service as defined on the proposal form for the collection of Residential Refuse to each Residential Unit and Small Business. **Containers shall be placed at curbside by 7:00 a.m. on the designated collection day.**
- (b) Once a week pick-up days shall be established by the Contractor and the Town.
- (c) Contractor shall provide collection service for bulky waste collection to be billed to the resident through the Town.

#### **3.02 Curbside Collection**

The Contractor shall not provide rear yard pickup.

#### **3.03 Location of Containers for Collection**

All collections from Residential units shall be picked up at the curb. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways (including alleys). Containers 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 shall be placed as close as practicable to an access point for the collection vehicle.

### **4.00 COMMERCIAL**

#### **4.01 Service Provided**

- (a) Contractor shall provide collection service for small commercial customers that use residential containers only.
- (b) Contractor shall not provide collection services to commercial customers that use bins under this contract.

### **5.00 OPERATION**

5.01 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 effected only upon the mutual agreement of the Town 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.

5.02 Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Town for their approval, which approval shall not be unreasonably withheld.

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

New Year's Day  
Martin Luther King 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 its obligation to provide collection service as contracted.

5.04 Complaints - All complaints shall be made directly to the Town and shall be given prompt and courteous attention.

5.05 Missed Collections - The Contractor shall call the designated point of contact of the Town in the morning and the afternoon each collection day to obtain missed units. A system of notification shall be established between the Town and Contractor for resolution of problem collection points.

5.06 Collection Equipment - The Contractor shall provide an adequate number of new or used vehicles for regular collection services. All used equipment shall be of reasonable repair and appearance and will be subject to rejection by the Town. 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.

5.07 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted.

5.08 Hauling - All Refuse materials hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.

- 5.09 Disposal - All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted class I landfill or transfer station.
- 5.10 Notification - The Town shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection.
- 5.11 Point of Contact - All dealings, contacts, etc., between the Contractor and the Town shall be directed to the Contractor: Owner or Administrative Office and to the Town: Town Manager, Town of Bluff City, 4391 Bluff City Highway, Bluff City, TN 37618.
- 5.12 Reports & Data - The Contractor shall maintain records as directed by the Town for a monthly report. The Contractor shall meet with the Town and shall develop a report form to provide the following information:
1. Number of residential and small commercial customers.
  2. Total weight of waste from customers.
  3. Listing of complaints

## **6.00 COMPLIANCE WITH LAWS**

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

## **7.00 EFFECTIVE DATE**

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on August 10, 2026.

## **8.00 NONDISCRIMINATION**

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

## **9.00 INDEMNITY**

The Contractor will indemnify and save harmless the Town, its 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, its 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 Town, its officers, agents, servants and employees.

**10.00 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 Town.

**11.00 TERM**

The contract shall be for a two (2) year period beginning upon the execution of this Contract and ending two (2) years thereafter for the collection and disposal of solid waste with an option for a two (2) year extension.

**12.00 INSURANCE**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 9.00 All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which 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:

Coverages	Limits of Liability
Workmen'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 \$500,000 aggregate

Coverages	Limits of Liability
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$2,000,000 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.

### **13.00 BOND**

#### **13.01 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 the contract for one year and shall be renewed and adjusted each year to the amount of the contract. The bond 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) The 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.

13.02 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.

### **14.00 BASIS AND METHOD OF PAYMENT**

#### **14.01 Rates**

- (a) For collection, transporting, processing and disposal services required to be performed pursuant to the specifications, the charges shall not exceed the rates as fixed by the Contract Documents.

14.02 Modification to Rates - The fees which are established by contract shall not be changed during the life of the contract. Price adjustments will be allowed by mutual agreement on the basis of unusual changes in Contractor's cost of operation based on revised laws.

- 14.03 Town to Act as Collector – If applicable, the Town shall submit statements to and collect from all Residential and Small Commercial Units for services provided by the Contractor, including such accounts as are delinquent.
- 14.04 Delinquent and Closed Accounts - The Contractor shall discontinue Refuse collection service at any Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. The Town shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location at the direction of the Town.
- 14.05 Contractor Billings to Town - The Contractor shall bill the Town for service rendered within ten (10) days following the end of the month and the Town shall pay the Contractor on or before the 15th day following the end of such month. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Town collects from the customer for such service. All billing and payment shall be based on the rates and schedules set forth in the Contract Documents as follows:
- a. Residential and Small Commercial
- Payment for Residential and Small Commercial service shall be based on the unit rates as established by contract and a total count of residential and small commercial customers made in conjunction with the Town within the first 30 days of the contract. This total count of customers shall be deemed correct for the next 11 months of the contract and shall be adjusted up or down only in cases where the total increase or decrease exceeds 3% from the established count. In subsequent years the total count of customers shall be corrected to actual numbers on the yearly anniversary date of the contract and used the next 12 months and adjusted only if variations exceed 3%.
- b. Residential and Small Commercial
- Payment for Residential and Small Commercial service shall be based on the unit rates as established by contract and a total count of residential and small commercial units.
- 14.06 Fuel Cost Adjustment - Annual compensation shall be made to the Contractor to cover fuel cost increases beyond the control of the Contractor which exceed the CPI automatic annual cost escalation. At the end of each year, the year's weighted average fuel price will be calculated as the year's total expense for fuel divided by the total number of gallons. If the weighted average fuel price for the second and each succeeding year of this contract exceeds the product of that for the previous year and the current (most recent) CPI, the difference will be the Fuel Adjustment Factor. This Fuel Adjustment Factor multiplied by the total number of gallons purchased in the latest year will equal the

additional compensation due the Contractor. If the weighted average fuel price for the most recent year does not exceed the product of that for the previous year and the most recent annual CPI, no adjustments will be made in compensation due the Contractor. All interpretations of the fuel cost adjustment calculation method shall be made by the Town. Documentation to the satisfaction of the Town must be provided before any fuel cost compensation will be made.

#### **15.00 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 Town, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

#### **16.00 CONTRACT NOT A FRANCHISE**

It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the collection and disposal of refuse; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

#### **17.00 OWNERSHIP**

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

**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2026 by and between the Town of Bluff City, Tennessee, a Municipal Corporation of Jefferson County, Tennessee, (hereinafter called the "Town"), and:

\_\_\_\_\_ (Hereinafter called "Contractor").

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

WHEREAS, the Contractor did on the \_\_\_ day of \_\_\_\_\_, 2026, submit a Proposal to provide Solid Waste Collection and Disposal Services within the Town 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 a contract for services within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide 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 Bidders
  - c. The Contractor's Proposal

- d. The General Specifications
  - e. The resolution of the Town 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 Town shall be liable for the failure to perform their duties if such failure is caused by a 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 Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at \_\_\_\_\_, \_\_\_\_\_, as of this \_\_\_\_ day of \_\_\_\_\_, 2010

TOWN OF BLUFF CITY, TENNESSEE

A Municipal Corporation of  
Sullivan County, Tennessee

By: Town of Bluff City  
Mayor \_\_\_\_\_

and: Town of Bluff City  
City Recorder \_\_\_\_\_

SEAL OF THE TOWN OF  
BLUFF CITY, TENNESSEE

ATTEST:  
\_\_\_\_\_

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

SEAL

**PERFORMANCE BOND**

KNOW ALL MEN BY THE PRESENTS, That we, Town of Bluff City and \_\_\_\_\_ (hereinafter called "Principal"), as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Tennessee and authorized to transact business in the State of Tennessee (hereinafter called "Surety"), as Surety, are held firmly bound unto \_\_\_\_\_ (hereinafter called "Obligee"), as Obligee, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_ day of \_\_\_\_\_, 2026, for Solid Waste Collection and Disposal Services, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on his part, free and clear of all liens arising out of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that he may suffer by reason of the failure so to do, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written Notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 2026.

(SEAL)

PRINCIPAL

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

(SEAL)

SURETY

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

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

To: The Mayor of the Town of Bluff City, Tennessee

Proposal of \_\_\_\_\_ (an individual) (a partnership) (a corporation duly organized under the laws of the State of Tennessee).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal Services for the Town of Bluff City, Tennessee, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates on the Bid Forms hereinafter set forth.

BIDDER

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

Principal office address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

## BID FORM

### BASE BID - RESIDENTIAL

Pick-up shall be once weekly at curbside in approved containers. The contractor shall provide once weekly curbside collection and disposal of household refuse materials. The contractor shall provide weekly curbside collection and disposal of bulky items, as requested by residential units.

	<b>Description Unit</b>	<b>Year 1</b>	<b>Year 2</b>
<b>A.</b>	<b>Collection of Refuse for Residential and Small Business Units and transporting to legally permitted Class I Landfill or Transfer Station (per Unit per month)</b>		

Proposed Method for Extension of Collection and Disposal prices for two (2) years after the initial two-(2) year period as bid:

Contractor agrees to furnish the Town contracts, agreements or other evidence satisfactory to the TOWN to the effect that the disposal site has sufficient capacity for the duration of this contract, is properly permitted and licensed, and that the Contractor has a legal guarantee for the use of the disposal site for the duration of this contract.