

CITY OF MANCHESTER, TENNESSEE  
CONTRACT DOCUMENTS  
&  
SPECIFICATIONS FOR  
SOLID WASTE COLLECTION SERVICE

OCTOBER 15, 2019

REQUEST FOR PROPOSALS  
For Solid Waste Collection Services  
City of Manchester, Tennessee

Sealed Proposals will be received by the City of Manchester, Tennessee, for collection of solid waste at City Hall, 200 West Fort St, Manchester, Tennessee 37355, on or before 10am on October 29, 2019. The envelope containing the proposal must be sealed and plainly marked "Proposal for Solid Waste Collection Service.

Proposals must be made on the Proposal Forms and in accordance with instruction to Bidders furnished by the City of Manchester.

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

The City reserves the right to reject any or all proposals regarding the collection 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 City.

INSTRUCTIONS TO BIDDERS  
SOLID WASTE COLLECTION SERVICES

1. RECEIPT AND OPENING OF PROPOSALS

The City of Manchester invites and will receive proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at City Hall until 10am on October 29, 2019, and publicly opened and read aloud on the aforesaid date. The envelopes containing the proposals must be sealed and addressed to Bridget Anderson, Chief Financial Officer, 200 West Fort St, Manchester, Tennessee 37355 and plainly marked "Proposal for Solid Waste Collection 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. Blank spaces in each proposal form together with appropriate schedules must be completed in full ink or typewritten.

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, 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 Services". 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. AWARD OF THE CONTRACT

The contract shall be deemed as having been awarded when the Board of Mayor and Alderman passes an ordinance awarding the franchise which is anticipated to occur at its regularly scheduled meeting on November 5, 2019. Formal notice of award will then be mailed by the City to the Bidder.

The Bidder to whom the Contract shall have been awarded will be required to execute 3 copies of the Contract on the form attached. In case of the Bidder's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, Bidder will be considered to have

abandoned all rights and interests in the award, and the award may then be made to the next best qualified Bidder or the work re-advertised for Proposals as the City may elect.

#### 4. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the General Specifications and Proposal including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

The City of Manchester is interested in obtaining proposals for collection of residential garbage and rubbish. All solid waste shall be hauled to a landfill site as provided by the contractor.

#### 5. 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 City 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 City.

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.

#### 6. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder 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 Bidder. Every request for such explanation shall be in writing (email) addressed to Bridget Anderson, Chief Financial Officer at: [banderson@cityofmanchestertn.com](mailto:banderson@cityofmanchestertn.com). 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 emailed to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Proposals.

#### 7. 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 his signature.

If the Bidder 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 his Proposal, Legal evidence of his authority to do so.

#### 8. 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 City 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 proposal shall contain 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 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 corporation 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 City, that Bidder (or Bidders subsidiaries of 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 City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he 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 City, 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 City, 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 City 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 11 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

## 9. DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes of disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualifications 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.

## 10. BASIS OF THE PROPOSAL

Proposals for refuse collection are solicited on the basis of rates and estimated quantities for each type of work. Proposals will be compared on the basis of the summation of the rates proposed.

## 11. QUANTITIES

The estimated number of units to be served under this Contract is 4,000+ residential. These figures are given for the use of the bidders, and the city assumes no responsibility for their accuracy.

## 12. 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 interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

## 13. DISPOSAL SITES

All waste shall be hauled to the contractor's disposal facilities. The contractor is responsible for the cost of operating the disposal facility or the cost of depositing in another disposal facility. The city is not responsible for the cost of the disposal facility. All disposal sites shall be appropriately-licensed and possess the appropriate permit for receipt of the refuse delivered.

## SOLID WASTE COLLECTION SERVICES

### GENERAL SPECIFICATIONS

#### 1.0 DEFINITIONS

- 1.01 Roll- Off Container – Metal receptacle that can be lifted mechanically and hauled to the landfill for use at Industrial Units.
- 1.02 Bulky Waste – Not provided under this Contract 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.
- 1.03 City – City of Manchester, Tennessee
- 1.04 Containers
- (a) Residence
- Container- A wheeled receptacle with a capacity of not greater than 96 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 pounds. Any worn, old and damaged containers are to be replaced at no charge to the city or the resident.
- (b) Public Works- See Bid Form
- 1.05 Contractor Documents – The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specification, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.06 Contractor – The person, corporation, or partnership performing Garbage collection under contract with the City.
- 1.07 Dead Animals – Dead animals are a part of this contract, including animals weighing up to 125 lbs. Contractor will provide a six (6) yard open top dumpster at the Animal Control Facility for removal of dead animals. The dumpster shall be emptied as needed, but no greater frequency than every two weeks.
- 1.08 Disposal Site – Contractor shall provide a disposal site at its own expense

- 1.09 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, and 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); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Hazardous Waste, Rubbish or Yard Waste.
- 1.10 Hazardous Waste – Not provided under this contract 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.
- 1.11 Producer – An occupant of a Residential, Commercial, or Industrial Unit who generates Garbage.
- 1.12 Refuse – This term shall refer to Residential, Commercial, and Industrial Garbage, Bulky Waste, Construction Debris and Yard Waste generated at a Residential, Commercial, or Industrial Unit unless the context otherwise requires.
- 1.13 Residential Unit – A dwelling within the corporate limits of the City 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 hereto. A condominium dwelling, whether of single or multi-level construction consisting of eight 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.
- 1.14 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, Garbage, or Hazardous Waste.
- 1.15 Yard Waste – Not provided under this contract All tree trimmings, dead trees, or branches thereof, grass cuttings, garden trimmings, weeds and roots from which all dirt has been removed. Included in this item shall be loose brush, loose limbs, and similar items, excluding loose leaves. Professional tree trimmers and contractors will be required by the city ordinance to pick up their own trash and bulky waste and dispose of same in accordance with the city ordinance.

## 2.0 SCOPE OF CONTRACT

- 2.01 The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect all garbage and rubbish, as hereinafter defined, from all residential locations within the corporate limits of the City of Manchester, Tennessee, transport said collected garbage and rubbish to the designated disposal location; and perform all other work or services incidental to refuse collection services in accordance with applicable sections of the Garbage Ordinance of the City of Manchester, Tennessee, and in strict accordance with the terms and provisions of this Contract. **Commercial locations are not included in the scope of this contract.**
- 2.02 All collection prices shall be firm. The contract price shall be adjusted annually on the contract anniversary date by the amount of the Consumer Price Index as published by the U.S. Bureau of Labor Statistics for the preceding year.
- 2.03 Storms and Other Disasters – The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or similar or different act of God over which the Contractor has no control. In the event of such a flood, tornado 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.

## 3.0 RESIDENTIAL COLLECTION PROGRAM

- 3.01 Service Provided – Contractor shall provide once a week pick-up. Contractor will provide a residential container, as defined herein, to each residential unit in the City and provide once a week emptying of said container and removal of refuse.
- 3.02 Location of Containers for Collection  
Curbside – Curbside refers to that portion of right-of-way adjacent to paved or traveled City 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.
- 3.03 Workmanship  
Containers shall be handled in a workmanlike manner with due regard for avoiding damage to containers. Lids shall be replaced on each container by the Contractor after emptying refuse. The Contractor shall take every precaution not to damage can enclosures, structures, shrubs, hedges, flower beds or grassed areas.

## 4.0 OPERATION

4.01 Hours of Operation – Collection of Refuse shall not start before 6 am. Exceptions to collection hours shall be effected 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 City. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld.

4.03 Holidays – The following shall be holidays for purposes of the 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.

4.04 Complaints – All complaints received by the Contractor shall be given prompt and courteous attention.

4.05 Missed Collections – It is agreed and recognized that the prompt and efficient collection of garbage within the City of Manchester is of the essence under this Contract and to this end it is further agreed that a missed pickup (not picked up on a day scheduled) reported to the Contractor will be picked up the next day.

4.06 Collection Equipment – The Contractor shall furnish the number of new or used vehicles for regular collection services in numbers to provide the services required. All used equipment shall be of reasonable repair and appearance and will be subject to rejection by the City. Rejected vehicles shall be removed from service and replaced within 30 days. 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, and a unique identification number.

Trucks, compactors and other equipment used for collecting garbage shall have a tightly closed body to keep to a minimum the nuisance of leakage and odors.

The Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times. The interior of each body shall be washed and cleaned regularly. All equipment shall be well painted at all times so as to present a pleasing appearance.

- 4.07 The Contractor shall provide a method to receive and handle complaints between the hours of 7:00 a.m. and 5:00 p.m., Mondays through Fridays.

A system of communication shall be established whereby the Contractor can be contacted in case of emergency twenty-four hours per day.

- 4.08 Supervision of Work and Employees – The Contractor agrees and covenants that supervision shall be maintained over its employees to the end that said employees are neat in appearance, courteous in demeanor, and as quiet as is consistent with their duties. The Contractor agrees to remove from service any employee who violates the provisions hereof and who is negligent or discourteous in the performance of his duty, subject to any collective bargaining agreement the Contractor might enter into.

- 4.09 Point of Contract – All dealings, contracts, etc., between the Contractor and the city shall be directed to the Contractor.

- 4.10 Reports and Data – The City shall provide the Contractor a report form to provide the number of residential customers.

## 5.0 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 City on the subject.

## 6.0 EFFECTIVE DATE

The contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on date decided after board approval.

## 7.0 NONDISCRIMINATION

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

## 8.0 INDEMNITY

The Contractor will indemnify and save harmless the City, 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 attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

#### 9.0 LICENSES AND TAXES

The Contractor shall obtain all business licenses and permits (other than the license and permit granted by the Contract). The Contractor is liable for all taxes in the execution of the work required by this contract.

#### 10.0 TERM

The Contract shall be for a three (3) year period beginning upon the execution of the Contract and ending three (3) years thereafter for the collection of solid waste. No later than One Hundred Twenty (120) days prior to the expiration of the initial three-year term; the City has the option to extend the contract for a second three-year period.

#### 11.0 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 8.00. All insurance shall be provided by insurance companies with an A.M. Best rating of A or higher. All policy limits shall be acceptable to the City and before commencement of work here under the Contractor agrees to furnish the City a certificate of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The City of Manchester must be named as additionally insured in all policies. 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 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>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000
Bodily Injury Liability Except Automobile	\$ 1,000,000 each occurrence
	\$ 3,000,000 aggregate
Property Damage Liability Except Automobile	\$ 1,000,000 each occurrence
	\$ 3,000,000 aggregate
Automobile Bodily Injury Liability	\$ 1,000,000 each person
	\$ 3,000,000 each occurrence
Automobile Property Damage Liability	\$ 1,000,000 each occurrence
Excess Umbrella Liability	\$ 10,000,000 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.

## 12.0 BOND

12.01 Performance Bond – The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be 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 sum of the bond.

12.02 Material and Labor Bond – The Contractor will be required to furnish a material and labor bond in the amount of \$ 50,000 to insure that prompt payments will be made to persons or firms supplying it with labor, materials, equipment, fuel or supplies in the prosecution of the work required to be done under this contract or any amendment or extension thereof. Such bond shall be for the same terms as the performance bond.

12.03 General – The 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 surety on the bonds shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee. All bond forms and conditions of such bonds shall be subject to the approval of the City

12.04 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.

## 13.0 BASIS AND METHOD OF PAYMENT

- 13.01 Rates – For collection services required to be performed pursuant to the specification, the charges shall not exceed the rates as fixed by the Contract Documents.
- 13.02 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.
- 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, including those such accounts that are delinquent.
- 13.04 Delinquent and Closed Accounts – The Contractor shall discontinue Garbage collection service at any Unit as set forth in a notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Garbage 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 attorneys' 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 services rendered within ten (10) days following the end of the month and the City shall pay the Contractor within 10 business days or before the 20<sup>th</sup> of such month, whichever is later. The Contractor shall be entitled to payment only for the amount the City collects. All billings and payment shall be based on the rates and schedules set forth in the Contract Documents as follows:

(a) Residential

Payment for Residential service shall be based on the unit rates as established by contract and a total count of residential customers made in conjunction with the City within the first 30 days of the contract. This total count of customers shall be deemed correct for three months and will be adjusted quarterly.

## 14.0 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 an assignment, the assignee shall assume the liability of the Contractor.

## 15.0 CONTRACT IS A LIMITED 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 be construed as a limited franchise, and as such, shall same be deemed to be exclusive to the vendor selected by the City for residential customers only. The franchise fee per month shall be \$8750.00. This fee shall be paid to the City by the 15<sup>th</sup> of each month. The fee shall be increased annually each January 1<sup>st</sup> by an amount equal to the same percentage of increase in the Consumer Price Index, etc.

15.01 Administrative Fees – The amount due contractor shall be reduced by an administrative fee for computer and billing cost for the Water and Sewer Department and Public Works Department in the monthly amount of \$ 4,500. This amount will be deducted by the City of Manchester before sending the collected funds to the Contractor each month. This fee, will increase 5% each January 1<sup>st</sup> for the duration of contract and any extension thereof.

## 16.0 OWNERSHIP

Title to Garbage 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 occurs last.

## 17.0 CONTRACT EXTENSION

The City has the option to extend this contract for one three-year period by giving notice no later than One Hundred Twenty (120) days before the expiration of the initial term.

BID FORM

RESIDENTIAL

Pick-up shall be once weekly at the street curb for garbage in containers at each residential unit and before collection

Description Unit

A. Collection of Solid Waste Residential Unit (per unit per Month)\_\_\_\_\_

ITEMS AT NO COST TO THE CITY

ITEMS	FREQUENCY OF SERVICE
8 yard dumpster (trash)	As needed but no greater frequency than 5 times per week
6 yard dumpster (aluminum cans)	As needed but no greater frequency than 2 times per month
Roll off for recycle plastic	The city will haul
(4) 40 yard dumpsters	As needed but no greater frequency than 10 times per week
10-12 residential cans	Once a week
6 yard open top dumpster for Animal Control	See Section 1.07

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Manchester, (hereinafter called the “City”), and \_\_\_\_\_ (hereinafter called “Contractor”).

### WITNESETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, submit a Proposal to provide Solid Waste Collection Services 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 a contract for services within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste collection 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 Contractors 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. The 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 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 \_\_\_\_\_, 20\_\_\_\_.

City of Manchester, Tennessee

By

Mayor \_\_\_\_\_

City Attorney \_\_\_\_\_

City Recorder \_\_\_\_\_

Seal of the City of Manchester, Tennessee

By

“Contractor” \_\_\_\_\_

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THE PRESENTS, That we \_\_\_\_\_(herein after 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 "Surely"), as Surely, 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 hearts, 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 \_\_\_\_\_, 20\_\_\_\_, for Solid Waste Collection 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 THE 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;

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 \_\_\_\_\_, 20\_\_\_\_.

(SEAL)  
PRINCIPAL

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

(SEAL)

SURETY

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

CONTRACTOR'S PROPOSAL

FOR  
SOLID WASTE COLLECTION SERVICES

To: The Mayor of the City of Manchester, 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 Services for the City of Manchester, does hereby offer to perform such services on behalf of the City, 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

(City) (State)(County)  
Telephone