

# REQUEST FOR PROPOSALS

## RFP 2026-03 RECYCLABLE MATERIALS HAULING & DISPOSAL



### **Town Council**

Elizabeth Baker – Mayor

Clay Crumbliss – Vice Mayor

Andrew Gardner – Councilmember

Charles Poss – Councilmember

J. Miles Jorgensen – Councilmember

Matthew W. Justice – Town Manager

Town of Signal Mountain  
1111 Ridgeway Avenue  
Signal Mountain, TN 37377  
June 15, 2026 – Published  
July 13 at 2:00 PM EDT - Due

RFP Prepared By:  
Signal Mountain  
Public Works Department

# **PROCUREMENT REQUIREMENTS**

## Attention All Proposers

1. Read conditions of provisions and proposals.
2. Proposer's name and opening date must be placed on a sealed envelope containing **three (3) copies** of the documents and the envelope plainly marked "SEALED PROPOSAL".
3. Awards are not made at the time of opening of PROPOSAL. The usual procedure is to prepare a proposal abstract at time of opening. All proposals are subsequently reviewed by the requesting department or activity, which then makes a recommendation for award.
4. This recommendation, with all proposals, goes before the Town council for final decision. After approval by the Council, purchase orders are issued to the successful proposers.
5. Anyone who is unable to attend the proposal opening and wishes to receive proposal information may do so by sending a self-addressed stamped envelope to the Town of Signal Mountain, 1111 Ridgeway Avenue, Signal Mountain, TN 37377.
6. The Town of Signal Mountain, Tennessee, does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
7. Once proposals are publicly opened and read, they are subject to the provisions of the Tennessee Public Records Act (T.C.A. § 10-7-501 et seq).
8. The Town of Signal Mountain, Tennessee does not discriminate on the basis of disability in its programs, services, activities, and employment practices, pursuant to the American with Disabilities Act.

Matthew W. Justice  
Town Manager

1111 Ridgeway Avenue  
Signal Mountain, TN 37377  
(423) 886-2177

**TOWN OF SIGNAL MOUNTAIN  
REQUEST FOR PROPOSALS**

Date: June 15, 2026

Ladies and Gentlemen:

You are invited to submit a sealed proposal for the below-described work at the location indicated.

**Project:** RECYCLABLE MATERIALS HAULING & DISPOSAL

**Description:** The work covered under this contract will consist of furnishing personnel, labor, trucks and equipment, including containers and compactors required to remove and dispose of the Town's recyclable materials from the Town Recycle Center and Transfer Station. Most of the work involves twice weekly hauls of various 40-yard containers - approximately 500 tons of recycled materials per year.

The proposal and other data submitted by proposers will form the basis of the negotiation of a unit price contract for the work. Proposals are to be submitted in proper form, as described in the "Instructions to Proposers." They shall reach the Public Works Department, marked to the attention of Wesley Stokes, Public Works Director, Town of Signal Mountain, before **2:00 PM, July 13, 2026**. Proposals will be opened on July 13, 2026, at 2:00 PM in the Town Hall Council room.

The Contract Documents may be examined & obtained at the Public Works Department, 714 Mississippi Avenue, Signal Mountain, Tennessee, 37377.

Your attention is directed to "Instructions to Proposers," particularly the paragraph entitled "Acceptance of Proposal," which is to be followed in all respects. You may be represented at the proposal opening if you desire. The proposal opening will be conducted in the council room at Town Hall, 1111 Ridgeway Ave. Signal Mountain, TN 37377.

Respectfully,  
Town of Signal Mountain



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Wesley Stokes  
Public Works Director

**TOWN OF SIGNAL MOUNTAIN  
REQUEST FOR PROPOSALS (RFP)  
RECYCLABLE MATERIALS HAULING & DISPOSAL**

**Due Date:** Monday, July 13, 2026, before 2:00 PM EDT

**Scope:** The Town of Signal Mountain is requesting proposals for RECYCLABLE MATERIALS HAULING & DISPOSAL in the Public Works Department.

**Provision**

The proposer shall identify any changes to the specification in detail. Proposer's specifications, warranties, demonstrations of equipment (if requested in conditions), delivery dates and other information requested by the Town or identified by the proposal along with the proposal's cost will be used to identify the best proposal as determined by the Town of Signal Mountain based upon the needs of the department.

**Special Provision**

- 1) **Demonstration is not required for this RFP.**
- 2) A 5% proposal bond of the total proposal is required, and the surety must be authorized to do business in the State of Tennessee.
- 3) A 100% performance bond of the total contract value is required, and the surety must be authorized to do business in the State of Tennessee.
- 4) ~~If contract exceeds \$100,000, a 100% payment bond of the total contract value is required and must be authorized to do business in the state of Tennessee. (Tennessee Code Annotated § 12-4-201, "Little Miller Act")~~

**Conditions**

**Proposal Form:**

- 1) All proposed costs shall be submitted on the form provided with a clear explanation of changes in the specifications provided by the Town of Signal Mountain. These explanations shall be attached to the proposal form.

**Signature of Proposal:**

- 2) Each proposal must provide the full name, business address, and phone number of the proposer. The person signing the proposal form shall print or type name and title, and if requested by the purchasing agent, furnish satisfactory proof of his/her authority to bind the company to contract. Proposals must be typed or printed clearly; otherwise, they will not be considered. Purchase orders will be issued on the firm name appearing on the proposal form. The person executing the proposal must affix his/her signature on the proposal.

**Delivery of Accepted Proposal:**

- 3) Hand-deliver to: Town of Signal Mountain, ATTN: PUBLIC WORKS DEPARTMENT, 1111 Ridgeway Avenue, Signal Mountain TN 37377 (Monday – Friday 8:00 am – 4:00 pm)

Or

Mail to: Town of Signal Mountain, ATTN: PUBLIC WORKS DEPARTMENT, 1111 Ridgeway Avenue, Signal Mountain TN 37377

**Acceptance of Proposals:**

- 4) The Purchasing Agent reserves the right to reject any and all proposals; to waive any informality in proposals, and unless otherwise specified by the proposer to accept any item on the proposal. The award-winning proposal will be based on the requirements of the provisions. If only one proposal is received, the Council reserves the right to reject the proposal.

**Error in Proposal:**

- 5) In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended, or withdrawn after specified time for opening proposal. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

**Default of Contractor:**

- 6) In case of default of the contractor, the Town Manager may procure the articles or services from other sources and hold the contractor responsible for any cost occasioned thereby.

**~~Samples of Materials:~~**

- ~~7) Samples of items, when required, must be furnished free of expense, prior to the opening of the proposal and if not destroyed, will upon request be returned at the proposer's expense.~~

**Specifications:**

- 8) It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article. Unless specifically stated, this means, being used simply to indicate the character or quality of the article desired; but the articles on which the name brand is submitted must be equal to or superior to that specified. When merchandise received from a successful proposer is not to be an equal by the requisitioned, it will be returned to proposer, shipping charges collect.
- 9) The proposer must show the brand or trade name of the equipment which he is proposing, when applicable, as well as the unit price for each item on the proposal form, or the proposal will be subject to rejection.
- 10) Proposals received after the specified time for opening, as shown on the RFP will not be considered. The Town of Signal Mountain will exercise the utmost care to prevent delays in handling proposals received by mail but will not assume responsibility for late proposals not due to negligence on the part of the employees of the Town.

**Inspection:**

- 11) Final inspection and acceptance or rejection will be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places and when practicable, during manufacture. The right is reserved to reject articles, which contain defective materials and workmanship. Rejected material shall be removed by and at the expense of the contractor. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable. Failure to inspect and accept or reject materials or supplies shall not impose liability on the Town of Signal Mountain.
- 12) Contractors making improvements to, additions to, or repair work on real property on behalf of the Town of Signal Mountain must be properly licensed by the Town of Signal Mountain and are liable for any applicable sales or use tax on purchases of tangible personal property for use in connection with the contracts; contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the Town of Signal Mountain for use in connection with the contracts.
- 13) During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, National origin, mental, or physical disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, National origin, mental, or physical disability. Such action shall include, but not be limited to the Following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, the contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**Taxes:**

- 14) The Town of Signal Mountain is not subject to Federal Excise Tax nor State or local sales tax, and a Tax Exemption Certificate will be furnished as required.

**Mailing Proposal:**

- 15) The face of each envelope containing a proposal should state:

Proposer's Name, Opening Date, and Sealed Proposal for (title of proposal)

The **mailing address** is:

Town of Signal Mountain  
ATTN: PUBLIC WORKS DEPARTMENT  
1111 Ridgeway Avenue  
Signal Mountain TN 37377

**Proposal Submittal:**

- 16) Each proposer shall submit three (3) copies of the required proposal documents with their proposal packet:
- A. Proposal Form
  - B. Proposal Schedule
  - C. Proposal Bond
  - D. Affidavit of Drug Free Workplace
  - E. Certificate of Insurance (liability & workers' compensation insurance)
  - F. Competency of Contractor documentation (see page 27)
  - G. Iran Divestment Act
  - H. Non-Boycott of Israel Act
  - I. E-Verify / Tennessee Lawful Employment Act Certification

**Insurance:**

- 17) Liability insurance coverage is required by the successful proposer. The minimum, unless stated otherwise is \$1,000,000. A certificate of insurance must be provided to the Town of Signal Mountain. Upon awarding the contract, the Town of Signal Mountain must be named as an additional insured party.

**Penalty:**

- 18) The Contractor shall perform all scheduled hauling services within the timeframes specified in the Contract Documents. Scheduled collections not completed on the required service day and on-call hauling requests not completed within twenty-four (24) hours of notification shall constitute a service failure unless caused by force majeure, weather conditions, equipment failure beyond the Contractor's reasonable control, or other circumstances approved by the Town.

In the event of a service failure, the Town may assess liquidated damages as follows:

A. Missed Scheduled Haul: \$250.00 per occurrence.

B. Failure to Perform On-Call Haul Within Required Response Time: \$250.00 per occurrence.

C. Failure to Correct a Missed Haul Within One (1) Business Day After Notification by the Town: Additional \$250.00 per occurrence for each business day the condition remains uncorrected.

The parties acknowledge that actual damages resulting from missed or delayed hauling services are difficult to determine and that the foregoing amounts represent a reasonable estimate of the damages likely to be incurred by the Town and are not intended as a penalty.

Liquidated damages assessed by the Town may be deducted from amounts otherwise due to the Contractor.

- 19) The Town of Signal Mountain does not discriminate on the basis of disability and will make reasonable accommodations for the disabled upon request.

- 20) Should you have any questions, contact:

Public Works Director, Wesley Stokes  
wstokes@signalmountaintn.gov  
423-531-4742

## INSTRUCTIONS TO PROPOSERS

1. **CONTRACT DOCUMENTS.** The “Request for Proposals,” the “Instructions to Proposers,” the “Proposal Form,” the “Form of Contract,” the “General Conditions,” the “Affidavit of Drug-Free Workplace,” and the “Specifications” are the Contract Documents that will form the Contract. Proposers must examine each of the Contract Documents, must visit the location of the work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work.
2. **PROPOSAL SUBMITTAL.** Proposer’s name and opening date must be placed on a sealed envelope plainly marked “**SEALED PROPOSAL**” containing **three (3)** copies of the following documents: Proposal Form, Proposal Schedule, Proposal Bond, Affidavit of Drug Free Workplace, Certificate of Insurance, Iran Divestment Act, Non-boycott of Israel Act, Competency of Contractor, E-Verify Certification.
3. **DATE AND PLACE FOR OPENING PROPOSALS.** Pursuant to the “Request for Proposals,” The Town of Signal Mountain, hereinafter referred to as the Owner, will receive sealed Proposals for performing the work. Proposer’s name and opening date must be on a sealed envelope containing the documents and the envelope plainly marked “**SEALED PROPOSAL.**” Faxes and email proposals are not allowed. Any proposal received after the time and date specified in the “Request for Proposals” shall not be considered. At the place and time set forth in said notice, the Owner will publicly open the Proposals. The awarding of the Contract, if awarded, will be made by the Owner as soon thereafter as practicable.
4. **PROPOSAL FORM.** All submissions must be made out on proposal form bound in the Specifications. No interlineations, additions, or deletions shall be made in the proposal form by the proposer.
5. **OMISSIONS AND DISCREPANCIES.** Should a proposer find discrepancies in or omissions from the Drawings or Contract Documents, or should the proposer be in doubt as to their meaning, proposer should at once notify the Owner, who may send a written instruction to all proposers. Written response may be by electronic means, i.e., fax, mail, etc., in which case the proposer must confirm receipt by returning acknowledgement by like means.
6. **PROPOSAL BOND OR CERTIFIED CHECK.** Each proposal must be accompanied by a cashier’s or certified check on a duly organized bank made payable to Owner, or a proposal bond executed by the Proposer and a surety company, authorized to transact business in the State of Tennessee, in the sum of not less than five percent (5%) of the total amount of the Base Proposal. Said check or bond will be returned to the unsuccessful proposer as soon as contract has been awarded and to the successful proposer as soon as he has executed the contract and furnished the necessary bonds, and the contract has been executed by the Owner and successful proposer.
7. **INSURANCE.** Each proposal must be accompanied by a certificate of insurance, evidencing the coverages set forth in Contract Provisions and Specification.

8. ACCEPTANCE OR REJECTION OF PROPOSALS. The Owner reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which omits a price on any one or more items in the price sheet may be rejected; any Proposal in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected.
9. ACCEPTANCE OF PROPOSALS. Within sixty (60) calendar days after the opening of the Proposals, Owner will act upon them. The acceptance of a proposal will be notice in writing, signed by a duly authorized representative of Owner, and no other act of Owner shall bind the successful Proposer to execute the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Owner and successful Proposer.
10. EXECUTION OF CONTRACT. Any proposer whose Proposal shall be accepted will be required to appear at the Town Office in person or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within seven (7) calendar days after notice that the Contract has been awarded. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.
11. COMMENCEMENT OF WORK. The Contractor shall take over services on October 1, 2026. The Contractor is to coordinate changeover of services with the Town and the current hauler.
12. PRICES. In the event of discrepancy between the prices quoted in the Proposal in words and those quoted in figures, the words shall prevail. The prices are to include the furnishing of all materials, vehicles, equipment, tools, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
13. INTERPRETATIONS AND ADDENDA. No oral interpretations shall be made to any proposer as to the meaning of any of the Contract Documents or be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, no later than 5 business days prior to proposal opening, and addressed and forwarded to:  
Wesley Stokes  
Public Works Director  
Town of Signal Mountain  
1111 Ridgeway Avenue  
Signal Mountain, TN 37377  
**OR**  
[wstokes@signalmountaintn.gov](mailto:wstokes@signalmountaintn.gov)

Addenda will be posted the next business day. No addenda will be posted within 5 business days of the proposal opening.

14. POSTPONEMENT OF DATE FOR PROPOSAL OPENINGS. The Owner reserves the right to postpone the date for the presentation and opening of Proposals and will give written/email notice of any such postponement to each prospective proposer.

15. PERFORMANCE BOND in the full amount of twenty-one (21) month proposal shall be required and shall comply with all requirements set out herein. Bond shall be renewed annually during the life of the contract, with the renewal bond being furnished to the Owner 30 days prior to previous bond expiration.

In the event the contract is renewed pursuant to Section 8.0 and rates are modified pursuant to Section 10.1, the Contractor shall furnish a renewal Performance Bond in an amount equal to one hundred percent (100%) of the estimated value of the applicable renewal term. The renewal bond shall be furnished to the Owner no later than thirty (30) days prior to expiration of the then-current bond.

~~16. PAYMENT BOND in full amount of the contract value shall be required and shall comply with all requirements set out herein. Bond shall be renewed annually during the life of the contract, with the renewal bond being furnished to the Owner 30 days prior to previous bond expiration. **THIS IS ONLY REQUIRED IF THE ACCEPTED PROPOSAL EXCEEDS \$100,000.** (Tennessee Code Annotated § 12-4-201, “Little Miller Act”)~~

17. COORDINATION Project sites are the Town Recycle Center located at 1151 Ridgeway Avenue & Town Transfer Station 714 Mississippi Avenue. The contractor is to coordinate the changeover of services with the Town and the current hauler. Normal Recycle Center operating hours are Monday – Saturday 9:00 a.m. to 6:00 p.m. Normal Transfer Station operating hours are Monday – Friday 7:30 a.m. to 3:45 p.m. & Saturday 8:00 a.m. to 2:00 p.m.

18. E-VERIFY COMPLIANCE Each proposer shall certify compliance with the Tennessee Lawful Employment Act (T.C.A. § 50-1-701 et seq.) and all applicable federal employment eligibility verification requirements by submitting the E-Verify / Tennessee Lawful Employment Act Certification with its proposal. Failure to submit the required certification may render the proposal non-responsive.

# **PROPOSAL REQUIREMENTS & DOCUMENTS**

# PROPOSAL FORM

DATE: July 13, 2026  
OWNER: Town of Signal Mountain  
PROJECT: RECYCLABLE MATERIALS HAULING & DISPOSAL  
LOCATION: Signal Mountain, Tennessee  
PROPOSAL OF: \_\_\_\_\_  
a Corporation organized and existing under the laws of the State of Tennessee

OR

\_\_\_\_\_

an individual or partnership doing business as

\_\_\_\_\_

hereinafter called "Proposer."

## LADIES AND GENTLEMEN:

The undersigned proposer has carefully examined the Contract Documents (referred to in the "Instructions to Proposers") and the site of the work and will provide all necessary labor, machinery, tools, trucks and apparatus, and will do all the work and will furnish all material and equipment called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Contract.

Proposer acknowledges receipt of the following addenda:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPOSER agrees to provide the labor, materials, trucks, and equipment for RECYCLABLE MATERIALS HAULING & DISPOSAL as described in the Specifications for the unit prices indicated on the attached proposal schedule.

## TIME OF COMPLETION

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals.

The undersigned also agrees as follows:

FIRST: Within seven (7) days from the date of the "Notice of Acceptance" of this proposal, to execute the Contract and to furnish to the Owner a satisfactory Performance Bond in the amount equal to the total of the accepted twenty-one (21) month proposal, guaranteeing the faithful performance of the work and the payment of material and labor.

SECOND: The Contract Time

1. Preparation for hauling services shall begin immediately after contract execution. All equipment, containers, trucks, labor, etc., shall be made ready for service on October 1, 2026.
2. Hauling services shall begin effective October 1, 2026, and shall continue to June 30, 2028, at the price stipulated in the attached proposal schedule, subject to contract provisions.

(seal)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
DATE

NAMES, TITLES, AND ADDRESSES OF MEMBERS OF THE FIRM:

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

## PROPOSAL SCHEDULE

TOWN OF SIGNAL MOUNTAIN  
PROJECT: RECYCLABLE MATERIALS HAULING & DISPOSAL

**NOTE: PROPOSAL BASED ON TOTAL CONTRACT COST FOR TWENTY-ONE MONTH PERIOD**

Item No.	Description	Units	Estimated Quantity (21 Months)	Unit Price	Total Amount (est. quantity x unit price)
A	Hauling compactor containers and open tops				
A1	Scheduled hauling fee for 40-yard single stream compactor container	Ea – per haul	175		
A2	Scheduled hauling fee for 40-yard OCC compactor container	Ea – per haul	150		
A3	Scheduled hauling fee for A-frame glass container	Ea – per haul	30		
A4	On-call hauling fee for 40-yard compactor container	Ea – per haul	10		
A5	On-call hauling fee for 40-yard open top	Ea – per haul	85		
B	Monthly Rental rate for equipment/containers (including initial delivery)				
B1	OCC Compactor	Unit-months	21		
B2	(1) 40-yard OCC container	Unit-months	21		
B3	(2) 40-yard single stream compactor containers	Unit-months	42		
B4	(1) A-frame glass recycling container	Unit-months	21		
B5	(2) 40-yard open tops	Unit-months	42		
C	Disposal rate based on a per-ton basis				
C1	Cardboard	Tons	345		
C2	Single Stream	Tons	335		
C3	Glass	Tons	125		
	Name of designated disposal site(s)				
	<b><u>TOTAL PROPOSAL</u></b>				<b>\$</b>

Unit prices are estimated. Payment shall be for actual units used during the contract period. The Town shall have the right to increase or decrease the actual quantities at any time or times during the life of the contract, when and as found necessary, and the Contractor shall perform the work as increased or decreased at the contract unit price. The Town shall have the right to delete any proposed item in its entirety.

## PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the  
Town of Signal Mountain, as Owner in the penal sum of **five** (5%) percent of the total proposal for the payment of  
which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_, a certain Proposal, attached hereto and hereby made a part hereof to enter  
into a contract in writing for RECYCLABLE MATERIALS HAULING & DISPOSAL.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or, in the alternate,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, all shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONTRACTOR - PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

(SEAL)

SURETY:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**AFFIDAVIT OF DRUG FREE WORKPLACE**

STATE OF TENNESSEE

DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF \_\_\_\_\_

OF \_\_\_\_\_

(Prime Proposer)

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for \_\_\_\_\_;
2. That the proposing entity has submitted a proposal to the Town of Signal Mountain for RECYCLABLE MATERIALS HAULING & DISPOSAL.
3. That the proposing entity employs no less than five (5) employees;
4. That Affiant certifies that the proposing entity has in effect, at the time of submission of its proposal to perform the services referred to above, a drug-free workplace program that complies with §50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

## IRAN DIVESTMENT ACT CERTIFICATION

**RFP REFERENCE #** \_\_\_\_\_

**CONTRACTOR NAME** \_\_\_\_\_

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the proposal is submitted, or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

\_\_\_\_\_  
**SUBMITTER SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF SIGNATORY**

\_\_\_\_\_  
**DATE**

## **NON-BOYCOTT OF ISRAEL CERTIFICATION**

**RFP REFERENCE #:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

The Submitter certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to Submitters with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

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**SUBMITTER SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE**

# E-VERIFY / TENNESSEE LAWFUL EMPLOYMENT ACT CERTIFICATION

Project: RECYCLABLE MATERIALS HAULING & DISPOSAL

Contractor Name: \_\_\_\_\_

The undersigned certifies that the Contractor is in compliance with all applicable provisions of the Tennessee Lawful Employment Act (T.C.A. § 50-1-701 et seq.) and any applicable federal employment verification requirements.

The Contractor further certifies that:

- The Contractor utilizes the federal E-Verify program to verify the employment eligibility of newly hired employees as required by Tennessee law; or
- The Contractor is exempt from E-Verify requirements under applicable law.

The Contractor agrees to maintain compliance with all applicable employment eligibility verification requirements throughout the term of the Contract and any renewal periods.

The Contractor shall provide documentation of enrollment and participation in E-Verify upon request by the Town.

I certify under penalty of perjury that the foregoing statements are true and correct.

---

**Authorized Signature**

---

**Printed Name and Title**

---

**Company Name**

---

**Date**

# **CONTRACT DOCUMENTS**

# CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Town of Signal Mountain, Tennessee, a Municipal Corporation, of Hamilton County, Tennessee, (herein called the “Town”), and \_\_\_\_\_ (hereinafter called “Contractor.”

## WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, submit a proposal to provide recycled material removal and disposal 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

1. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide removal 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. ADVERTISEMENT OF REQUEST FOR PROPOSALS
  - b. INSTRUCTIONS OF PROPOSERS
  - c. PROPOSAL
  - d. CONTRACT
  - e. PERFORMANCE BOND
  - f. NOTICE OF AWARD
  - g. CONTRACT PROVISIONS AND SPECIFICATIONS
  - h. ANY ADDENDUMS OR CHANGE ORDERS ISSUED AND ACCEPTED
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 written consent of the parties, which consents 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 of the insurance policies specified in and required by the contract documents.

- b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar of different contingency beyond the reasonable control of the Contractor.
- c. In the event that any provision or portion thereof of any contract documents 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, the parties hereto have executed or caused to be executed by their duly authorized officials, this CONTRACT in 2 copies of each which shall be deemed an original on the date first written above.

CONTRACTOR:

OWNER:

\_\_\_\_\_

\_\_\_\_\_ TOWN OF SIGNAL MOUNTAIN \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
(Please type or print)

Name: \_\_\_\_\_ Matthew W. Justice \_\_\_\_\_

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

Title: \_\_\_\_\_ Town Manager \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(seal)

(seal)

## PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(herein called "Principal"), as Principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
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 \_\_\_\_\_

\_\_\_\_\_

DOLLARS (\$\_\_\_\_\_), good and lawful money of the United States of America, for  
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 \_\_\_\_\_  
day of \_\_\_\_\_, 2026, for RECYCLABLE MATERIALS HAULING & DISPOSAL, which contract is  
hereby referred to and made a part hereof as fully and to the same extent as if copies 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 claims for labor and materials entering into  
the performance of the contract and indemnify and save harmless the Obligee from all loss, cost of 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

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY

## **CONTRACT PROVISIONS AND SPECIFICATIONS**

# **CONTRACT PROVISIONS AND SPECIFICATIONS**

- 1.0 SCOPE OF WORK
- 2.0 OPERATION
  - 2.1 Hours of Operation
  - 2.2 Holidays
  - 2.3 Hauling
- 3.0 COMPLIANCE WITH LAWS
- 4.0 EFFECTIVE DATE
- 5.0 NONDISCRIMINATION
- 6.0 INDEMNITY
- 7.0 LICENSE AND TAXES
- 8.0 TERM
  - 8.1 Non-Appropriation of Funds
- 9.0 INSURANCE
- 10.0 BASIS AND METHOD OF PAYMENT
  - 10.1 Modification to Rates
  - 10.2 Contractor Billings to Town
- 11.0 TRANSFERABILITY OF CONTRACT
- 12.0 OWNERSHIP
- 13.0 COMPETENCY
- 14.0 DISQUALIFICATION
- 15.0 RECYCLE CENTER & TRANSFER STATION EQUIPMENT
- 16.0 PENALTY
- 17.0 WEIGHT TICKETS
- 18.0 QUANTITIES (APPENDIX A)
- 19.0 ESTIMATED TIMELINE (APPENDIX B)

1.0 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 document.

2.0 OPERATION

2.1 Hours of Operation - Removal of recyclable materials shall not begin before 7:30 a.m. or continue after 5:00 p.m. on the same day. Exceptions to removal hours shall be affected only upon the mutual agreement of the Town and contractor.

2.2 Holidays - The following shall be holidays for purposes of this contract:

NEW YEAR'S DAY  
MARTIN LUTHER KING JR. DAY  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
THANKSGIVING DAY AND FOLLOWING DAY  
CHRISTMAS EVE  
CHRISTMAS DAY

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of removal service on the holiday. **A key/code to the Transfer station & Recycle Center gate will be provided to the contractor in the event he chooses to service the station on a Town holiday.**

3.0 COMPLIANCE WITH LAWS

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 Town on the subject.

4.0 EFFECTIVE DATE

This contract shall be effective upon the execution of the contract and performance of such contract shall begin October 1, 2026.

5.0 NONDISCRIMINATION

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

6.0 INDEMNITY

The contractor will indemnify, save harmless, and exempt 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 incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the contractor, its officers, agents, servants and employees; 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 a willful or negligent act or omission of the Town, its officers, agents, servants, and employees.

7.0 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.

8.0 TERM

The contract shall be for a 21-month period. The contract will begin October 1, 2026. This contract will end June 30, 2028. The 21-month term of this contract shall automatically be extended for successive additional one-year terms, for a maximum of two (2) one-year options, at the same price OR price is modified pursuant to Section 10.1, unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the initial 21-month term or of any successive one-year terms of its intentions to terminate this contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

8.1 Non- Appropriation of Funds

Notwithstanding any other provision of this Contract, the Town's obligations under this Contract are contingent upon the availability and appropriation of funds by the Town Council for each fiscal year covered by the Contract. In the event sufficient funds are not appropriated or otherwise made available to support continuation of this Contract in any subsequent fiscal year, the Town may terminate this Contract without penalty, liability, or further obligation upon providing written notice to the Contractor.

The Town shall provide the Contractor with written notice of non-appropriation as soon as reasonably practicable after the Town becomes aware that sufficient funds have not been appropriated. Upon receipt of such notice, the Contractor shall cease performance as directed by the Town and shall be entitled to payment only for services satisfactorily performed through the effective date of termination.

Nothing contained herein shall be construed as creating a debt, liability, or obligation of the Town beyond funds lawfully appropriated and available for expenditure during the current fiscal year.

9.0 INSURANCE

The contractor shall at all times during the contract maintain in full force and effect employer's liability, workers' compensation, public liability, and property damage insurance, including contractual liability coverage for the provisions of Section 6.0. 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 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 certifiable 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>
Workers' compensation	Statutory
Employer's liability	\$1,000,000
Bodily injury liability except automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Property damage liability except automobile	\$1,000,000 each occurrence \$500,000 each aggregate
Automobile bodily injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Automobile property damage Liability	\$500,000 each occurrence
Excess umbrella liability	\$2,000,000 each occurrence

## BASIS AND METHOD OF PAYMENT

### 10.1 Modification to Rates

- (a) The contractor or Town may petition at any time for rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations.
- (b) Changes in location of disposal sites or changes in disposal charges are not eligible for modification.

### 10.2 Contractor Billings to Town

The contractor shall invoice the Town for service rendered within ten (10) days following the end of the billing period and the Town shall pay the contractor within thirty (30) days after the invoice due date. Such billing and payment shall be based on the price rates and schedules set forth in the contract documents.

### 11.0 TRANSFERABILITY OF CONTRACT

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; in the event of any assignment, the assignee shall assume the liability of the contractor.

### 12.0 OWNERSHIP

Title to recyclable materials shall pass to the contractor when removed by contractor from the Town's Recycle Center AND/OR Transfer Station.

### 13.0 COMPETENCY OF CONTRACTOR

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

The Town shall require **submission with the proposal** of certified supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor. The contractor will be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence the proposer has engaged in the transportation of recyclable materials for a minimum of two years.
- (b) An itemized list of the contractor's equipment available for use on this contract.
- (c) Provide documentation demonstrating access to qualified buyers, processors, or end markets for recyclable materials, including evidence of existing agreements or established recycling outlets.
- (d) Evidence that the contractor is in good standing in the State of Tennessee, and, in the case of corporation organized under the laws of any other state, evidence that the contractor is licensed to do business in the State of Tennessee, or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

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

- (a) Evidence that the contractor is capable of commencing performance as required in the contract documents.
- (b) Evidence in form and substance satisfactory to Town, that contractor 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 contractor'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 contractor is adequately prepared to fulfill the contract

#### 14.0 DISQUALIFICATION

Although not intended to be an exhaustive list of causes for disqualification, anyone or more of the following causes, among others, may be considered sufficient for the disqualification of a contractor and the rejection of his proposal

- (a) Evidence of collusion among contractors
- (b) Lack of competency as revealed by either reference, 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
- (e) Not having proper equipment to perform services

15.0 RECYCLE CENTER & TRANSFER STATION EQUIPMENT

The Town owns the Recycle Center and Transfer Station and is responsible for its maintenance. The contractor will be responsible for repair and maintenance of all other equipment necessary to perform the services set forth in the proposal. The contractor is required to furnish two (2) enclosed single stream compactor units at least (40) cubic yards; one (1) enclosed OCC compactor unit at least (40) cubic yards; and one (1) A-frame glass recycling container at least (32) cubic yards at the Town Recycle Center located at 1151 Ridgeway Ave. The contractor is also required to furnish two (2) forty (40) cubic yard open top container to be serviced on an on-call basis, usually with 24-hours' notice. One (1) open top will be located at the Town transfer station located at 714 Mississippi Ave. and one (1) will be located at the Town Recycle Center 1151 Ridgeway Ave.

An anticipated and typical schedule for service is shown below.

<u>Day</u>	<u>Container Pulled</u>	<u>Required Service Time</u>
Monday	Single Stream Glass (if needed) Open Top (if requested)	Between 7:30 AM and 9:00 AM
Thursday	OCC Container Open Top (if requested)	Between 7:30 AM and 9:00 AM

The above schedules are for all recyclable material and are subject to change based on need. The contractor warrants that they will be able to service all containers on an on-call basis with 24-hours' notice. Seasonal adjustments may require additional hauls and times.

16.0 PENALTY

The Contractor shall perform all scheduled hauling services within the timeframes specified in the Contract Documents. Scheduled collections not completed on the required service day and on-call hauling requests not completed within twenty-four (24) hours of notification shall constitute a service failure unless caused by force majeure, weather conditions, equipment failure beyond the Contractor's reasonable control, or other circumstances approved by the Town.

In the event of a service failure, the Town may assess liquidated damages as follows:

- A. Missed Scheduled Haul: \$250.00 per occurrence.
- B. Failure to Perform On-Call Haul Within Required Response Time: \$250.00 per occurrence.
- C. Failure to Correct a Missed Haul Within One (1) Business Day After Notification by the Town:  
Additional  
\$250.00 per occurrence for each business day the condition remains uncorrected.

The parties acknowledge that actual damages resulting from missed or delayed hauling services are difficult to determine and that the foregoing amounts represent a reasonable estimate of the damages likely to be incurred by the Town and are not intended as a penalty.

Liquidated damages assessed by the Town may be deducted from amounts otherwise due to the Contractor.

17.0 WEIGHT TICKETS

**Weight tickets for the Town's recyclable materials from the Town Recycle Center are to be attached to the awarded contractor's invoices. Include the date and truck number or driver's name on each ticket.**

18.0 QUANTITIES

Monthly weights for the past 2 years are shown in Appendix A.

19.0 ESTIMATED SCHEDULE

Estimated schedule for RFP process is shown in Appendix B.

## **APPENDIX**

**APPENDIX A**

<b>Material</b>	<b>2024 (Tons)</b>	<b>2025 (Tons)</b>	<b>Total Tons</b>	<b>Average Tons</b>
Single Stream	109.78	268.58	378.36	189.18
Cardboard	122.64	270.31	392.95	196.48
Glass	48.23	94.57	142.80	71.40
<b>Total Tons</b>	<b>280.65</b>	<b>633.46</b>	<b>914.11</b>	<b>457.06</b>

## APPENDIX B

### Estimated Schedule

#### Event Date

Advertise RFP .....	Monday, June 15, 2026
Issue RFP .....	Monday, June 15, 2026
RFP Opening .....	Monday, July 13, 2026
Town Council Discussion .....	Monday, July 27, 2026
Town Council Approval .....	TENTATIVE Monday, August 10, 2026
Issue Notice of Award .....	Tuesday, August 11, 2026
Last day to issue Contract .....	Tuesday, August 18, 2026
Last day of service for current contract .....	Wednesday, September 30, 2026
First day of service for new contract .....	Thursday, October 1, 2026
Last day of service for new contract.....	Friday, June 30, 2028