

1006-AF – Solid Waste Hauling & Disposal

This Contract (the "Contract") is made and entered into this _____, 2022 ("Effective Date"), by and between the Roane County (the "Roane County") and BFI Waste Services, LLC dba Republic Services of Chattanooga ("Contractor" or "Proposer").

RECITALS

WHEREAS this Contract to provide Services has been successfully awarded to the Contractor by the Roane County pursuant to a bid;

WHEREAS, Roane County desires that Contractor provide Services as defined herein for the Locations as set forth in this Contract and Contractor desires to do so, all in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Contract, the parties agree as follows:

GENERAL TERMS & CONDITIONS

1. Appropriation

In the event no funds are appropriated by the Roane County Legislative Body for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever comes first, with no further obligations owed to or by either party.

2. Assurance Statement:

- i. The Contractor hereby agrees that it will comply with:
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- iii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- vi. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vii. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- viii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- x. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- xi. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

3. Background Check – School Projects

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Any employee of the successful Contractor or sub-contractor must submit to a criminal history, records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is conducted by a Contractor that follows the standards of the Tennessee Bureau of Investigation and the Federal Bureau of Investigation.

4. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, Either party may cancel this contract by giving thirty (30) days' written notice of termination or affirm the contract and hold the other party responsible for damages.

5. BUSINESS LICENSES

Proposers located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the proposals are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee and in Roane County if the project cost is over \$50,000.

6. Compliance with Applicable Laws

Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

7. Conflict of Interest

No employee, officer or agent of Roane County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. Roane County employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

The Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor states to the best of its knowledge that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

8. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by both the Parties. No other individual is authorized to modify the contract in any manner.

9. Contract Terms

The performance of this contract shall be covered solely by the terms and conditions set forth herein. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by Roane County of any goods/services to be furnished hereunder accompanied by any such document shall be construed as an acceptance by Roane County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth herein. Any different or additional terms contained in the seller's acceptance are hereby objected to.

10. Debarment and Suspension

USDA/FNS follows the guidance in 2 CFR part 180, OMB Guidelines to agencies on Governmentwide Non-procurement Debarment and Suspension, as well as related Executive Orders 12689 and 12549, which requires verification that the person with whom they intend to do business has not been excluded or disqualified when entering into a transaction covered by this section. This verification will be done by completing the attached form at the end of this document.

By signing this proposal, the Contractor certifies that it and its current principals, and its current sub-contractors and their principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (B) Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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- (D) Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its sub-contractors are excluded or disqualified.

11. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the parties must comply with the condition.

12. Definitions

- (A) Roane County, Tennessee, and includes its designated representatives.
- (B) The "Contractor" is those mentioned as such "Contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- (C) The "Specifications" includes instructions to Proposers, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- (D) A "sub-contractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
- (E) "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.
- (F) "Applicable Law" means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.
- (G) "Hazardous Waste" includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- (H) "Solid Waste" is any nonhazardous solid waste generated at County that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.
- (I) "Unacceptable Waste" means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.
- (J) "Waste Material" is all Solid Waste and, if designated in this Agreement, Waste Material does not include any Unacceptable Waste.

13. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this RFP. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

To ensure adequate service level to the people, Roane County requires that all goods or services ordered will be delivered when specified. If delivery is not made or service performed at the time agreed upon, Roane County agrees to give reasonable time frame to reperform the services. Repeated instances of not meeting the stated reasonable delivery time frame, then, Roane County shall have the right to terminate this Contract upon thirty (30) days prior written notice to Contractor.

14. Federal Tax and State Sales Tax

Purchases by Roane County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished upon request.

15. Force Majeure

Except for Roane County's obligation to pay amounts due to Contractor, neither party shall be liable for delays, or defaults in the performance of this contract due to Force Majeure or the public enemy, riots, strikes, fires, explosions, accidents, pandemic, terrorist acts, inclement weather, acts of God, compliance with Applicable Laws, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence. Affected party shall be entitled to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Contract. In the event of increased volume due to a Force Majeure event, Contractor and the Roane County shall negotiate the additional payment to be made to Contractor. Further, the Roane County shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

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16. Future Purchases – Proposal Renewal

Unless otherwise noted, Roane County reserves the right to purchase goods or services for the term of the contract at the price provided herein and in accordance with the terms and conditions specified herein. Further, Roane County reserves the right to renew all aspects of the proposal for additional five (5) years as noted in the proposal specifications.

17. Governing Law

This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall be exclusive and concurrent jurisdiction of any disputes which arise hereunder.

18. Indemnification and Insurance

- (A) The Contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Proposal Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the Proposal submission.
- (B) The successful Proposer shall furnish a Certificate of Insurance issued by their insurance company or authorized representative showing that Roane County is an additional insured. Carrier will assume full common liability of all shipments.
- (C) Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or Roane County Schools, its officers, agents and employees from all suits claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its sub-contractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the Contractor, its sub-contractors, suppliers, agents or employees until the contract terminates.
- (D) The successful Proposer is required to provide a Certificate of Insurance to the Purchasing Department showing Roane County as additional insured. The Certificate must be turned in to the Purchasing Department prior to contracts being signed or purchase order is issued. The Contractor must maintain the insurance coverage required herein while this contract is in force, and shall provide an Accord Certificate of Insurance evidencing such insurance. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible Proposer.

19. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent Contractors and that Roane County shall be responsible for any obligations as specified herein for the term of this Contract.

20. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. Material or service received by the Roane County pursuant to this Contract shall be deemed accepted. Roane County upon advance reasonable notice to Contractor has reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not ascertainable upon inspection, the Roane County agrees to give Contractor the reasonable time frame to cure such defect by repair or replacement of such Material. Performance of services shall be completed to Roane County reasonable satisfaction.

21. Iran Divestment Act

By submission of this Proposal and the attached affidavit, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

22. Invoices

Invoices shall be submitted to the Roane County Accounting Department, PO Box 643, Kingston, TN 37763. Invoices may also be submitted electronically to the Accounts Payable Clerk. Payments shall be made in full by the Roane County within 30 days from receipt of an Invoice. Amounts remaining unpaid at the expiration of said 30-day period shall bear interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

Pay requests for construction services must be authorized by the Contractor, the engineer, and the county's representative on the project.

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23. Limitations of Liability

In no event shall Roane County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Roane County has been advised of the possibility of such damages. Likewise, Contractor, shall, in no event, be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Roane County has been advised of the possibility of such damages.

24. Non-Boycott of Israel Affidavit

Pursuant to Tennessee Code Annotated (TCA 12-4-1 et seq.), Contractor is affirm that they are in compliance with the Non-Boycott of Israel.

25. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this Contract, require that all decisions made as to matters concerning this Proposal be made on an individual firm basis. The Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Proposal. This verification will be done by completing the attached form at the end of this document. Any concerted activity with respect to this Proposal will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

26. Notice and Service Thereof

Any notice to any Contractor from Roane County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said Contractor or his authorized representative.

27. Packaging

Roane County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

28. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

29. Public Information

The vendor understands that any material supplied to Roane County Purchasing Department in submitting this Proposal may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

30. Quantities

Roane County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to rejection and shall be returned to Contractor without.

Roane County does not guarantee any purchase will be made as a result of this Contract; also, Roane County does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this Contract.

31. Records

The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of two (2) years from the date of the final payment and shall be subject to audit upon advance reasonable notice from Roane County and appropriate limitations as to the scope and frequency of the audit, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

32. Remedies

Roane County shall have all rights and remedies afforded under the U.C.C. and in State & Local laws in contract and in tort, including , refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

33. Right to Inspect

Roane County reserves the right to make periodic inspections subject to include advance reasonable notice and appropriate limitations as to the scope and frequency of the inspections of the manner and means the service is performed or the goods are supplied.

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34. Subcontracts

The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by Roane County.

35. Termination of Contract

If either party breaches or fails to perform or comply with any provision of this contract and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Contract may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. If the contract is so terminated, the Roane County shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and shall have no further obligation to perform any Services under this Contract. The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days to the other party.

36. Title and Right to Refuse or Reject Excluded Waste.

Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Material that contains the Excluded Waste. In such situations, Contractor shall contact the Roane County and the Roane County shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Roane County shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Roane County's providing all such reasonable assistance to Contractor, Contractor shall release Roane County from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Roane County.

37. Equipment and Access

Any equipment Contractor furnishes shall remain Contractor's property. Roane County shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Roane County shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Roane County shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Roane County's use, operation or possession of the equipment.

Roane County shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by Roane County's failure to provide access.

SPECIAL PROVISIONS

1. The current contract that Roane County has a fuel adjustment that is calculated quarterly that either increases or decreases the pull price based on the cost of fuel. If your firm has a different pricing model, please provide it. Firms comply with the pricing model contained herein will receive a higher score.
2. Please provide a copy of your company's standard contract.
3. The award of this contract will be done as quickly as possible after the opening date.

SPECIFICATIONS

SECTION ONE – BACKGROUND & SCOPE

BACKGROUND INFORMATION

Roane County currently operates a transfer station and Recycling Center at the site of the former Class I landfill. This Class I landfill has been closed since 2000 and is in Post Closure. The County's goal is to provide the most effective and efficient service for the residents

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of Roane County while remaining in compliance with all regulations regarding waste disposal and waste reduction. The County also operates thirteen (13) convenience centers listed in the enclosed table for the collection of residential solid waste.

Roane County has front load boxes at all Roane County Schools and other county facilities. A list of these locations is included herein. All solid waste accepted at the County's Recycle Center and Convenience Centers is from Roane County residents. The County will guarantee that all Roane County controlled waste will be delivered to the awarded disposal facility. The County can make no guarantees and representations that the current annual tonnages will continue in the future. The County reserves the option to self-haul waste to the designated disposal facility in an emergency situation.

SCOPE OF SERVICES

Use the attached proposal sheet(s) to provide the price hauling costs and disposal costs/per for:

1. Collection and hauling of municipal solid waste from the 13 Roane County convenience centers, schools, and county facilities to a designated and permitted Class I subtitle D Landfill.
2. Disposal of municipal solid waste in a designated and permitted Class I subtitle D Landfill.
3. Hauling of construction and demolition (C&D) waste to a designated and permitted Class I, Class III, or Class III/IV Landfill, or alternative acceptable designated and permitted facility. Roane County predominantly hauls all C&D waste. However, pricing is requested for hauling C&D waste should there be a situation where Roane County would not be able to haul.
4. Disposal of construction/demolition waste in a designated and permitted Class I, Class III, or Class III/IV Landfill, or alternative acceptable designated and permitted facility.

Once the waste is accepted, it is the responsibility of the successful proposer to haul and dispose of the waste in the appropriate and designated permitted landfill facilities.

MANAGEMENT OF SOLID WASTE

1. The successful proposer shall be solely responsible for the hauling and disposal of Class I solid waste.
2. The transfer station and/or disposal facilities identified by the proposer shall comply with all federal, state and local laws, ordinances and regulations, including the rules, regulations and guidelines promulgated and adopted by the Tennessee Solid Waste Control Board and the Tennessee Department of Environment and Conservation, and specifications of this Request for Proposal in operating the facilities.
3. The Contractor, if electing to fulfill any of the hauling and transport services, is required to:
 - a. Furnish all labor, maintenance, materials, services, supplies and equipment needed to transport Class I and Class III/IV waste from these transfer stations to a disposal facility for ultimate disposal.
 - b. Guarantee sufficient disposal capacity at disposal facility(s) throughout the term of the agreement for all Class I and Class III/IV waste collected in Roane County.

SERVICE DELIVERY

If the Contractor is unable to perform the duties under this Proposal, Roane County shall give thirty (30) days to Contractor to reperform the services and if Contractor is still unable to perform within thirty (30) days period for re-performance, Roane County personnel will secure another service provider.

SECTION TWO – REQUIRED SUBITTALS & STATEMENT OF QUALIFICATIONS (SUBMIT IN THIS FORMAT)

The following statements as to experience and general qualifications of the proposing firm as submitted in response to this Request for Proposal, are guaranteed to be truthful and accurate and will be included in the evaluation of the proposals received.

At a minimum, each Proposal must include the following information and submitted in the order listed below:

1. A description of services to be provided which demonstrates an understanding of the scope of services necessary. This description should include the facility and equipment requirements necessary to provide the services proposed.
2. Provide the number of years in the waste collection and disposal industry and the number of governmental agencies served.

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3. Demonstration that the proposer has the necessary qualifications, licenses, permits and experience to transport and dispose solid waste in the State of Tennessee.
4. A list of collection and disposal services provided by the proposer and any affiliates in the State of Tennessee. The list should include the following information:
 - a. Name of transportation service and disposal site(s)
 - b. Disposal site owner(s)
 - c. Capacity of each utilized landfill
 - d. Average annual waste received
 - e. Types of waste received
 - f. List of customers and a statement of permission to contact customers (in particular any county or municipal entities served)

SECTION THREE – ADDITIONAL CONTRACT TERMS

CONTRACT TERM

1. Roane County will award the contract for Solid Waste Hauling & Disposal for a term of five (5) years and the contract , shall automatically renew for successive five (5) additional terms period of one-year each. unless (a) either party provides written notice of non-renewal at least 60 days prior to the expiration of the Initial Term or any Renewal Term, (b) is otherwise terminated by Contractor or Roane County as provided in this Agreement, or (c) is otherwise prohibited by law.

PRICING EXPLANATION SHEET

1. Pricing is requested in four components of service to Roane County:
 - a. Unit pricing for hauling and disposal of compacted waste from the convenience centers.
 - b. Combined unit pricing for hauling and disposal of non-compacted waste in roll-off containers from the convenience centers.
 - c. Combined unit pricing for hauling and disposal of non-compacted waste in front load containers from Roane County facilities and schools located throughout the county.
 - d. Landfill disposal rate for C&D hauled by Roane County to a designated and approved landfill.
2. Pricing is requested in three components for roll off containers. They are described below:
 - a. Proposers are to provide a fixed rate for transport fee which is to include any labor, depreciation, maintenance of trucks, and operational costs. Of that fee, the proposer is to indicate what portion of the pull rate and/or tipping fee is related to fuel. For example, if the total proposed price dumping a front-end container is \$15, you must identify what percentage of the total price is attributed to fuel costs. If the fuel cost is 10% of \$15 that would be \$1.50. Only the \$1.50 would be subject to a fuel index increase or decrease.
 - b. Proposers are to provide a fixed rate per ton for disposal in the landfill, excluding fuel. If using multiple landfills, please provide a price for each location.
 - c. Proposers are to provide a price for a fuel adjustment. Pricing for this component is to be based on a fuel index. The index to be used for this contract will be the U.S. Energy Information Administration, Midwest (PADD2). The date of the index for this proposal will be the rate published on **July 11, 2022**.
1. Fuel rates shall be adjusted quarterly either up or down based on a fuel index. The schedule for any adjustment for fuel increases or decreases will be defined in the contract.
2. There will be no adjustment in fuel prices until the price for fuel fluctuates more that 5% (+/-).
3. In addition to the fuel index, price adjustments are allowed based on the Consumer Price Index (CPI). CPI increases are not allowed on the portion of the price that is identified as fuel cost. Adjustments made due to CPI increases shall be identified prior to July 1 of each year during the term of the contract in an amount equal to the percentage increases in the Consumer Price Index of All Urban Consumers (Water, Sewer and Trash Collection Services) US City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the most recently available 12 months average CPI compared to the 12

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months preceding. For example, if the CPI price increase is scheduled for April 1, 2015, and the latest CPI index is the month of February 2015, the CPI price increase percentage would be computed as the % change from: average CPI for the 12 months- March 2014 through February 2015 against the average CPI for the 12 months – March 2013 through February 2015.

4. The contractor may pass on to the county any fees or taxes that are mandated by a regulatory agency for the hauling or disposal of solid waste, as well as any new fees or taxes required by, or reasonably necessary costs incurred because of, changes in statutes or regulations pertaining the hauling or disposal of solid waste enacted after the effective date of this contract and incurred during the term of this contract. The contractor will be required to provide documentation to the county verifying the assessment of additional regulatory fees. In the event that there are additional regulatory fees imposed, the contractor will bill the county only the amount of the fee. There will be no mark-up from the contractor on such fees.
5. When a service truck is at a convenience center, it is the decision of the convenience center operator as to which green boxes will be dumped. The contractor's driver must leave a copy of the ticket that shows the number of containers that were dumped.
6. Roane County reserves the right in an emergency situation to haul MSW waste in compactor and/or roll off boxes to the landfill.
7. Pricing is requested for rental containers to use for seasonal overflow.
8. Pricing is also requested for the disposal of C&D and bulky waste that can go into a Class I, III/IV Landfill.
9. Pricing is requested for the hauling and disposal of sludge from the Public Utility Board's waste water plant.
10. Contractor will have the right to reject any hazardous wastes. Title to any hazardous waste shall not pass to Contractor at any time.

END SPECIFICATIONS



**BFI Waste Services, LLC dba Republic Services of Roane County (the "Roane County")
Chattanooga ("Contractor" or "Proposer")**

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

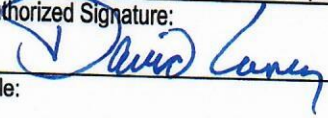
1006-AF – Solid Waste Hauling & Disposal

VENDOR INFORMATION

Please type/print clearly in ink – no erasable writing instrument.

Company Name:		
BFI Waste Services, LLC dba Republic Services of Chattanooga		
Mailing Address:		
1018 E 38TH Street		
City:	State:	Zip Code:
Chattanooga	Tennessee	37407
Contact Person:		
Monica Moseley or David Laney		
Phone Number(s):	Fax Number:	
404-202-1536 337-563-0066	404-693-9512	
Email address:		
mmoseley@republicservices.com	dlaney@republicservices.com	
Remit To Address (if different from above):		
BFI Waste Services, LLC dba Republic Services #997		
City:	State:	Zip Code:
Louisville	KY	40290-1099
Accounts Receivable Contact Person:		
Sharon Webb		
Phone Number(s):	Fax Number:	
423-867-6582	404-6939512	
Email address:		
swebb3@republicservices.com		
Number of years in business:		
30		
Business License Number:	State:	
0103410131 City of Chattanooga 0103410131 Hamilton County	Tennessee	

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

Company Official authorized to sign contracts:	
Company Name: BFI Waste Services, LLC dba Republic Services of Chattanooga	
Authorized Signature: 	Printed Name: DAVID LANEY
Title: General Manager	Date: 7/5/2022
Email Address: dlaney@republicservices.com	

Acknowledgement of Receipt of Addenda

If addenda were issued, please acknowledge the receipt of: (please check mark if you received one)
Addendum 1 6/28/22 Addendum 2 7/7/22 Addendum 3 7/8/22 Addendum 4 _____

Prompt Pay Discount

If applicable, please indicate below if discounts will be allowed for prompt payment or if there is no discount offered:
_____% Net 10 Days ____ & Net 20 Days ____% Net 30 Days No Discount

CERTIFICATE OF SECRETARY
RELATING TO THE BID OR PROPOSAL
TO PROVIDE SOLID WASTE HAULING & DISPOSAL
FOR ROANE COUNTY
IN THE STATE OF TENNESSEE

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **DAVID LANEY** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 1st day of July, 2022.

Lauren McKeon

Lauren McKeon, Secretary

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

STATEMENT OF QUALIFICATIONS

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name & Address of Proposing Firm:

BFI Waste Services, LLC dba Republic

Services of Chattanooga

1018 E 38TH Street

Chattanooga, TN 37407

Telephone 404-202-1536

Fax Number 404-693-9512

Number of years proposer has been in this business. 30

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company Town of Signal Mountain

Contact Name Loretta Hopper

Telephone 423-886-2177 x 2

Company Tellico Village POA

Contact Name Clayton Taylor

Telephone 865-740-1074

Company Floyd County Solid Waste

Contact Name Emma Wells

Telephone 706-669-0750

THIS FORM MUST BE COMPLETELY FILLED OUT & RETURNED IN YOUR PROPOSAL

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

REGULATION COMPLIANCE AFFIDAVIT

As the authorized representative for BFI Waste Services, LLC dba Republic Services of Chattanooga, I hereby certify that the contract for goods and/or services in conjunction with this bid/quote/proposal and subsequent contract(s) does adhere to all federal, state, and local laws included but not limited to the requirements contained herein.

The undersigned affirms that he/she has legal authority to swear this on behalf of the aforementioned supplier and that each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, and that each supplier is not in any manner in violation any of the State of Tennessee Iran Divestment Act (Tennessee Code Annotated §12-12-101 to §12-12-106), the Non-Boycott of Israel Affidavit (Tennessee Code Annotated §12-4-1 et seq.) and is in compliance with the Non-Discrimination, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying affidavit.

By submission to this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal that each party thereto certifies as to its own organization, under penalty of perjury that to the best of his/her knowledge and belief that each vendor is in compliance.

By: *David Laney*
Title: General Manager

Sworn to and subscribed before me, a Notary Public, this 5th day of July 2022.

Notary *Amanda Holland* My Commission Expires 11/23/25



Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

- African American Owned
- Caucasian Owned
- Native American Owned
- Other Owned
- Asian Owned
- Hispanic Owned
- Woman Owned

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

REGULATION COMPLIANCE

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.360-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b)60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401- 7671q 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CFR 200 Appendix 11 (1); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or Proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the non-Federal award.

Copeland Anti-Kickback Act – 40 U.S.C. 3145 The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (42 U.S.C. 6201)**.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Davis-Bacon Act – Act – (40 U.S.C. 3141-3144, and 3146-3148) If required, in accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this sub-contract is for \$100,000 or more, sub-contractor affirms and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award covered by 31 U.S.C. 1352.

EPA's Solid Waste Disposal Act (2 C.F.R. § 200.323) Procurement of recovered materials (pursuant to section 6002).

Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

Domestic preferences for procurements (2 C.F.R. § 200.322).

Encouraging Small and Minority Owned Businesses-To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements. It is the intent of Roane County School's Department of School Nutrition to involve and utilize the best product/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with solicitation whenever they are possible sources.

It is the intent of Roane County to involve and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunities to do business with the county. However, currently there are no set asides for small or minority firms.

NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT

I do hereby certify that this bid/quote/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/quote/proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid/quote/proposal.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid/quote/proposal and the supplier certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the bid/quote/proposal solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this bid/quote/proposal and certify that I am authorized to sign this affidavit for the supplier.

IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's website a list of persons it determines engaged in investments activities in Iran (the "Prohibited Entities List").

Any supplier that is on the Prohibited Entities List will be ineligible to contract with the County.

Pursuant to the Act, any supplier that attempts to contract with the County must certify, at the time the bid/quote/proposal is submitted, that the supplier is not identified on the Prohibited Entities List. A bid/quote/proposal shall not be considered for award, nor shall any award be made where the supplier fails to submit a signed and verified compliance certification form.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 *et seq.*), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA §12-4-1 *et seq.* and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

1006-AF – Solid Waste Hauling & Disposal

PRICING

EVALUATION CRITERIA

The following criteria will be used to evaluate this RFP.

- Pricing (50 points)
- Experience & Technical Expertise (30 points)
- Responsiveness to the RFP (20 points)

**PRICING SHEET – COUNTY FACILITIES
FRONT LOAD BOXES**

All schedules may vary with the number of pick-ups per week and the frequency.

LOCATION	COLLECTION EQUIPMENT & TIPPING FREQUENCY	TOTAL TIPS PER MONTH	TIPPING FEE
County Facilities – County does not own boxes. Tipping fee is to include providing the front load box.			
Animal Shelter	1 - 8 yd - 2/wk	8	35.20
Ambulance Service	1 - 6yd - 1/wk	4	26.40
Courthouse	1 - 6 yd - 2/wk	8	26.40
Jail	2 - 6 yd - 2/wk	16	26.40
Health Department	1 - 6 yd - 1/wk	4	26.40
Highway Department	1 - 6 yd - 1/wk	4	26.40
Park	1 - 6 yd - 2/wk	8	26.40

1006-AF – Solid Waste Hauling & Disposal

**PRICING SHEET – SCHOOLS
FRONT LOAD BOXES**

Roane County does not own any of the boxes at the schools. Tipping fee is to include providing the front load box.

LOCATION	COLLECTION EQUIPMENT & TIPPING FREQUENCY	TOTAL TIPS PER MONTH	TIPPING FEE
Bowers Elementary	2 - 8 yd - 2/wk	16	35.20
Dyllis Springs Elementary	1 - 8 yd - 2/wk	8	35.20
Kingston Elementary	2 - 8 yd - 2/wk	16	35.20
Midtown Elementary	2 - 8 yd - 2/wk	16	35.20
Midway Elementary	1 - 8 yd - 1/wk	4	35.20
Ridgeview Elementary	2 - 8 yd - 2/wk	16	35.20
Cherokee Middle	2 - 8 yd - 2/wk	16	35.20
Harriman Middle	1 - 8 yd - 2/wk	8	35.20
Midway Middle	1 - 8 yd - 2/wk	8	35.20
Oliver Springs Middle	2 - 8 ys - 2/wk	16	35.20
Rockwood Middle	1 - 8 yd - 2/wk	8	35.20
Harriman High	2 - 8 yd - 2/wk	16	35.20
Midway High	1 - 8 yd - 1/wk	4	35.20
Roane County High	3 - 8 yd - 2/wk	24	35.20
Rockwood High	1 - 8 yd - 2/wk	16	35.20
Rockwood High Football Field	1 - 8 yd - 1/wk	4	35.20
Midtown Education Center	1 - 8 yd - 1/wk	4	35.20
Oliver Springs High	2 - 8 yd - 2/wk	16	35.20
Board of Education	1 - 6 yd - 1/wk	8	26.40
Board of Education	1 - 30 yd roll off	As Needed	450.00

This schedule may vary with the number of pick-ups per week and the frequency.

1006-AF – Solid Waste Hauling & Disposal

EQUIPMENT RENTAL PRICING

Roane County may rent additional roll-off boxes on a seasonal basis.

Please price below the monthly rental rate for each of the containers. Do not include CPI increase.

DESCRIPTION	PRICE/MONTH
40 CUBIC YARD ROLL-OFF	150.00
30 CUBIC YARD ROLL-OFF	150.00
6 CUBIC YARD DUMPSTER	-0-

DISPOSAL VOLUME

The following table is the tonnages per month for fiscal year July 1, 2021 – June 30, 2022. This is for informational purposes only and the county does not guarantee any number of tons for the term of this contract. This waste includes both MSW and C&D.

Month	Tons/Month
July	339
August	362
September	409
October	389
November	270
December	318
January	293
February	185
March	384
April	434
May	368
June	391
TOTAL	4,143

**1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL
PRICING SHEET – CONVENIENCE CENTERS
COMPACTOR BOXES & ROLL-OFF OPEN TOP BOXES**

The total pulls are estimates based on historical information and these numbers may go up or down during the term of the contractor.
Roane County owns all of the containers at Convenience Centers.

LOCATION	COLLECTION EQUIPMENT	TOTAL PULLS PER MONTH	PULL COST PER CONTAINER	PERCENTAGE OF PULL RATE IS FUEL COSTS	DISPOSAL COST PER TON	LANDFILL LOCATION
Highway 58	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Post Oak	4 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Cave Creek	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Orchard View	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Swan Pond	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Blue Springs	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Gallaher Road	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Clax Gap	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Paint Rock	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Bradbury	4 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Pumphouse	5 yd Garbage Compactor	8	450.00	10%	52.00	Loudon County LF
Glen Alice	5 yd Garbage Compactor	AS NEEDED	450.00	10%	52.00	Loudon County LF
Recycle Center	40 yd Garbage Compactor	AS NEEDED	450.00	10%	52.00	Loudon County LF
Recycle Center	40 yd Open Top Containers	AS NEEDED	450.00	10%	52.00	Loudon County LF

Note 1: Only garbage compactors at the convenience centers are to be hauled by contractor. Pricing is requested for as-needed pickups from the Recycling Center for hauling 40-yard garbage containers and 40-yard open tops. Glen Alice is also being hauled by Roane County. Pricing is also requested for this.

Note 2: Extra pulls may be required at the convenience centers during the week of Christmas and the two weeks following.

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

**PRICING SHEET – RECYCLE CENTER
COMPACTOR BOXES & ROLL-OFF OPEN TOP BOXES**

Roane County currently hauls all waste, MSW and C&D from the Recycle Center & Glen Alice Convenience Center. The County owns all the boxes that are used at the Recycle Center. Roane County currently pulls all recycle containers from convenience center locations to the Recycle Center and back to the center.

DESCRIPTION	COLLECTION EQUIPMENT	TOTAL PULLS PER MONTH	PULL COST PER CONTAINER	PERCENTAGE OF PULL RATE IS FUEL COSTS	DISPOSAL COST PER TON	LANDFILL LOCATION
Roane County Hauling	30 yd roll-off	unknown	n/a	n/a	52.00	1) Loudon County LF 2)
Roane County Hauling	40 yd roll-off	unknown	n/a	n/a	52.00	1) Loudon County LF 2)
Contractor Hauling	30 yd roll-off	unknown	450.00	10%	52.00	Loudon County LF
Contractor Hauling	40 yd roll-off	unknown	450.00	10%	52.00	Loudon County LF

Roane County reserves the right to evaluate and negotiate the contract for the Recycle Center hauling & disposal separately should it be more advantageous to do so.

**PRICING SHEET – PUBLIC UTILITY BOARD – WASTE WATER PLANT
ROLL-OFF OPEN TOP BOXES**

The Roane County Public Utility Board operates the Waste Water Plant and is located at 123 Post Oak Valley Road, Rockwood, 37854. Pricing is requested for the hauling and disposal of sludge from this facility.

COLLECTION EQUIPMENT	TOTAL PULLS PER MONTH	PULL COST PER CONTAINER	PERCENTAGE OF PULL RATE IS FUEL COSTS	DISPOSAL COST PER TON	LANDFILL LOCATION
30 yd roll-off	4	450.00	10%	52.00	Loudon County LF
40 yd roll-off	4	450.00	10%	52.00	Loudon County LF

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763
Phone 865-376-4317 • Fax 865-376-4318

**ADDENDUM #1
RFP #1006
SOLID WASTE HAULING & DISPOSAL**

TO: All Potential Bidders

This addendum forms part of the Bid Documents. It supplements and modifies them as follows:

ITEM #1 – ADDITIONAL INFORMATION

In paragraph 1, remove "Pages 13-25 must be returned...." and relace it with "Pages 11-21 must be returned...".


Pages containing locations and addresses need not be returned.

Please return this addendum to the Purchasing Department in the bid envelope. If your bid has already been sent and this addendum does not pertain to bid pricing, you may return it via facsimile.

ACKNOWLEDGMENT OF ADDENDUM

The undersigned acknowledges receipt of Addendum #1 – Bid #1006.

BFI Waste Services LLC dba Republic Services of Chattanooga
COMPANY NAME



SIGNATURE

General Manager
TITLE

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763
Phone 865-376-4317 - Fax 865-376-4318

**ADDENDUM #1
BID #1006
Solid Waste Hauling & Disposal**

TO: All Potential Bidders

This addendum forms part of the Bid Documents. It supplements and modifies them as follows:

ITEM #1 – ADDITIONAL INFORMATION

See attached pages for questions & answers.

Please return this addendum to the Purchasing Department in the bid envelope. If your bid has already been sent and this addendum does not pertain to bid pricing, you may return it via facsimile.

ACKNOWLEDGMENT OF ADDENDUM

The undersigned acknowledges receipt of Addendum #1 – Bid #1006.

BFI Waste Services LLC dba Republic Services of Chattanooga
COMPANY NAME



SIGNATURE

General Manager
TITLE

ADDENDUM #1
BID #1006
Solid Waste Hauling & Disposal

1. Page 3 item 13 say one year contract and Page 9-contract term says 5 year contract, which is it?
 - a. I will only be able to award a five-year contract contingent upon County Commission approval. Our current contract ends July 31. The contract will be approved on August 8.
2. Page 10-Item 9- What is annual Volume of Municipal sludge do you average in tons per month and do you own the roll-off container it is hauled in to the landfill.
 - a. This information will be coming in a separate addendum.
3. Does the county own all front-loader and roll-off containers and compactors listed in bid?
 - a. The county does not own any front-loader boxes. The roll off containers does belong to the county.
4. Page 22 and 23 ask for answers do you have forms for bidders to sign or how do you want to answer.
 - a. Pages 22 & 23 are required clauses that has to be complied with. Page 21 is the Regulation Compliance Affidavit which confirms that your company does comply with these federal & state regulations.
5. How many pulls a month from each of the convenience center for roll-off hauls?
 - a. See page 15.
6. What is the start date of new contract?
 - a. Our current contract ends July 31. We hope for an August 1 start date.

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763
Phone 865-376-4317 - Fax 865-376-4318

ADDENDUM #2
BID #1006
Solid Waste Hauling & Disposal

TO: All Potential Bidders

This addendum forms part of the Bid Documents. It supplements and modifies them as follows:

ITEM #1 – ADDITIONAL INFORMATION

Question: Page 10-Item 9- What is annual Volume of Municipal sludge do you average in tons per month and do you own the roll-off container it is hauled in to the landfill.

Answer: Sludge average is 300 tons. High is about 350 to 375 tons. The county owns 2 roll-off containers and one is rented.

Please return this addendum to the Purchasing Department in the bid envelope. If your bid has already been sent and this addendum does not pertain to bid pricing, you may return it via facsimile.

ACKNOWLEDGMENT OF ADDENDUM

The undersigned acknowledges receipt of Addendum #2 – Bid #1006.

BFI Waste Services LLC, dba Republic Services of Chattanooga
COMPANY NAME



SIGNATURE

General Manager
TITLE

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

Roane County Schools Locations All Phones Are 865 Area Code			
Bowers Elementary	120 Breazeale St.	Harriman, 37748	882-1748
Cherokee Middle	200 Paint Rock Ferry Rd.	Kingston, 37763	717-5445
Harriman High	920 North Roane St.	Harriman, 37748	882-8371
Harriman Middle	1025 Cumberland St.	Harriman, 37748	882-0681
Kingston Elementary	2000 Kingston Hwy.	Kingston, 37763	717-5447
Midtown Elementary	2830 Roane State Hwy.	Harriman, 37748	882-9278
Midtown Education Center	3096 Roane State Hwy.	Harriman, 37748	882-3700
Midway Elementary	130 Laurel Bluff Rd.	Kingston, 37763	717-5448
Midway High	530 Loudon Hwy.	Kingston, 37763	717-5452
Midway Middle	104 Dogtown Rd.	Ten Mile, 37880	717-5465
Dyllis Springs Elementary	120 Ollis Road	Oliver Springs, 37840	717-5446
Oliver Springs Middle	317 Roane St.	Oliver Springs, 37840	717-5449
Oliver Springs High	419 Kingston Ave.	Oliver Springs, 37840	435-6775
Ridgeview Elementary	625 Pumphouse Rd.	Rockwood, 37854	354-5151
Roane County High	540 W. Cumberland St.	Kingston, 37763	717-5454
Rockwood High	512 W. Rockwood St.	Rockwood, 37854	354-5171
Rockwood High Football Field	512 W. Rockwood St.	Rockwood, 37854	354-0882
Rockwood Middle	434 W. Rockwood St.	Rockwood, 37854	717-5451
Board of Education	105 Bluff Road	Kingston, 37763	376-5592

1006-ALL FUNDS – SOLID WASTE HAULING & DISPOSAL

APPENDIX A

CONVENIENCE CENTER LOCATIONS

Name	Address	Days of Operation
South 58	107 Walnut Grove Kingston 37763	M,T,Th,Fr,Sa
Swan Pond	104 Swan Pond Rd. Harriman 37748	M, T, Th, Fr, Sa
Pumphouse	237 Pumphouse Rd. Rockwood 37854	M, T, Th, Fr, Sa
Clax Gap	624 Clax Gap Rd. Harriman 37748	M, T, Th, Fr, Sa
Bradbury	343 Buttermilk Rd. Kingston 37763	M,T,Th,Fr,Sa
Cave Creek	329 Cave Creek Rd. Loudon 37774	M, T, Th, Fr, Sa
North Gallahar	Gallahar Rd. Kingston 37763	M,T,Th,Fr,Sa
Orchard View	123 Orchard View Rd. Oliver Springs 37340	M,T,Th,Fr,Sa
Post Oak	123 Post Oak Valley Rd. Rockwood 37854	M,T,Th,Fr,Sa
Glen Alice	1913 Spring City Highway Rockwood 37854	M,T,Th,Fr,Sa
Paint Rock	125 Paint Rock Rd. Kingston 37763	M,T,Th,Fr,Sa
Blue Springs	3810 River Rd. Kingston 37763	M,T,Th,Fr,Sa
Recycling Center	215 White Pine Road Harriman 37748	M, T, W, Th, Fr, Sa

County residential door to door collection and transport services are not part of this Request for Proposals. The County will not pay for waste generated by commercial waste generators or other municipal jurisdictions.

COUNTY FACILITIES WITH FRONT LOAD CONTAINERS

Animal Shelter
296 Manufacturer's Road
Rockwood 37854

Central Service Building (Ambulance & Highway)
3070 Roane State Highway
Harriman 37748

Courthouse
200 East Race Street
Kingston 37763

Health Department
1362 N Gateway Avenue
Rockwood 37854

Jail
230 North Third Street
Kingston 37763

Park
3515 Roane State Highway
Harriman 37748

Waste Water Plant
123 Post Oak Valley Road
Harriman 37748

1006-AF-Solid Waste Hauling & Disposal

Section Two- Required Submittals & Statements of Qualifications (Submit in this Format)

BFI Waste Services LLC dba Republic Services of Chattanooga

1. Current service provider for last five (5) years located at 125 Farmer Road Kingston TN 37763-4205 drivers and sanitation trucks operate out of this BFI Waste Services LLC, dba Republic Services of Chattanooga hauling facility.

Currently provide collection and hauling of the municipal solid waste from the 13 Roane County convenience centers utilizing Republic Services roll off trucks hauling Roane County owned compactors/receiver boxes, schools and county facilities utilizing Republic Services front end load trucks that service Republic Services front end load containers and Republic Services 30/40 yard roll offs hauled by Republic Services roll off trucks as needed which are all hauled to BFI Waste Services, LLC dba Republic Services of Chattanooga lease and operated permitted Class I subtitle D Landfill Loudon County Landfill.

Roane County currently hauls C&D waste/bulky waste into BFI Waste Services LLC dba Republic Services of Chattanooga lease and operated permitted Class I subtitle D Landfill Loudon County Landfill.

It is understood when a service truck is at a convenience center, it is the decision of the convenience center operator as to which green boxes will be dumped. Republic Services must leave a copy of the ticket that shows the number of containers that were dumped.

Understood Roane County reserves the right in an emergency situation to haul MSW waste in compactor and/or roll off boxes to the landfill

Understood pricing is requested for rental containers to use for seasonal overflow

Understood pricing is also requested for the disposal of C&D and bulky waste that can go into a Class I, III/IV Landfill

Understood pricing is requested for the hauling and disposal of sludge from the Public Utility Board's wastewater plant.

2. BFI Waste Services, LLC dba Republic Services of Chattanooga has been in the waste collection and disposal industry 21 years. Service 8 plus governmental agencies.
3. Licenses, permits and Certificate of Existence/Authorization.
4. a. BFI Waste Services, LLC dba Republic Services of Chattanooga. Hauling Division located at 125 Farmer Road Kingston TN 37763-4205 and 1018 E 38th Street Chattanooga TN 37407-2436

Disposal Site BFI Waste Services, LLC dba Republic Services leased, and operates Matlock Bend Landfill located at 21712 TN – 72 Loudon TN 37774 which is governed by the Loudon County Solid Waste Commission.

b. Loudon County Solid waste governs/ Loudon County owns Matlock Bend/ Loudon County Landfill. BFI Waste Services, LLC dba Republic Services leases and operates Matlock Bend/ Loudon County Landfill

c. Capacity letter enclosed

d. Daily waste received 600 tons per day average

e. Permitted Class I Subtitle D Landfill waste material accepted for disposal at Loudon County Landfill.

f. The three-reference listed in the 1006-AF-Solid Waste Hauling & Disposal request for proposal gave permission to be contacted by Roane County

Town of Signal Mountain

Tellico Village POA

Floyd County Solid Waste



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

CT CORPORATION EFF
CT CORPORATION EFF
600 SOUTH 2ND STREET, SUITE 104
SPRINGFEILD, IL 62704

May 16, 2022

Request Type: Certificate of Existence/Authorization
Request #: 0475927

Issuance Date: 05/16/2022
Copies Requested: 1

Document Receipt

Receipt #: 007241157

Filing Fee: \$20.00
\$20.00

Payment-Credit Card - State Payment Center - CC #: 3829365947

Regarding: BFI WASTE SERVICES, LLC

Filing Type: Limited Liability Company - Foreign
Formation/Qualification Date: 04/30/2001
Status: Active
Duration Term: Perpetual

Control #: 407373
Date Formed: 10/10/2000
Formation Locale: DELAWARE
Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

BFI WASTE SERVICES, LLC

- * is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.

Tre Hargett
Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 053728321



**Roane County
Business Tax Standard License**

July 6, 2022

WASTE SERVICES OF TN, LLC
18500 N ALLIED WAY
PHOENIX AZ 85054-6164

Letter ID: L1531855744
Expiration Date: 18-May-2023
Return Due By: 18-Apr-2023

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001513857 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 18, 2023. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

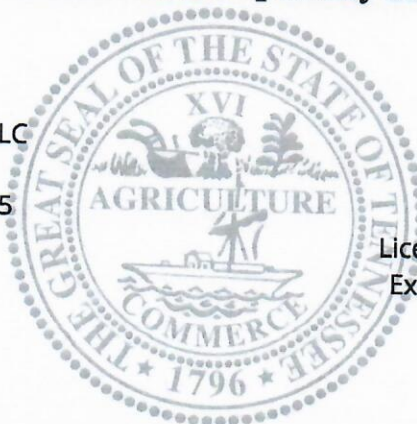
DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂
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**Roane County
Business Tax Standard License**

This certificate must be publicly displayed.

WASTE SERVICES OF TN, LLC
125 FARMER RD
KINGSTON TN 37763-4205



Date Issued: 06-Jul-2022
Classification: 3
Letter ID: L1531855744
License Number: 1001513857
Expiration Date: 18-May-2023



**City of Chattanooga
Business Tax Standard License**

April 19, 2022

BFI WASTE - CHATTANOOGA
621 HILL AVE
NASHVILLE TN 37210-4714

Letter ID: L1568204160
Expiration Date: 18-May-2023
Return Due By: 18-Apr-2023

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0103410131 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 18, 2023. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

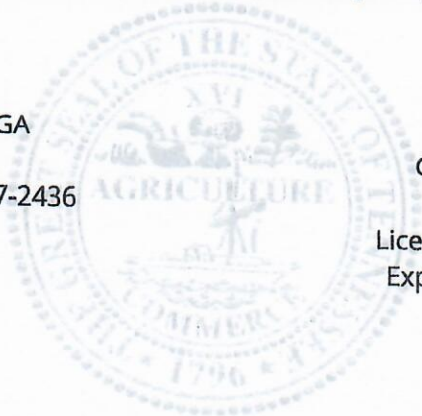


**City of Chattanooga
Business Tax Standard License**

This certificate must be publicly displayed.

BFI WASTE - CHATTANOOGA
1018 E 38TH ST
CHATTANOOGA TN 37407-2436

Date Issued: 19-Apr-2022
Classification: 3
Letter ID: L1568204160
License Number: 0103410131
Expiration Date: 18-May-2023





**Hamilton County
Business Tax Standard License**

April 19, 2022

BFI WASTE - CHATTANOOGA
621 HILL AVE
NASHVILLE TN 37210-4714

Letter ID: L2135549312
Expiration Date: 18-May-2023
Return Due By: 18-Apr-2023

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0103410131 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 18, 2023. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



**Hamilton County
Business Tax Standard License**

This certificate must be publicly displayed.

BFI WASTE - CHATTANOOGA
1018 E 38TH ST
CHATTANOOGA TN 37407-2436

Date Issued: 19-Apr-2022
Classification: 3
Letter ID: L2135549312
License Number: 0103410131
Expiration Date: 18-May-2023





Customer Service Agreement

AGREEMENT NUMBER

ACCOUNT NUMBER

SITE LOCATION

SITE NAME
ADDRESS
CITY STATE
ZIP CODE
TEL. NO.
FAX NO.

AUTHORIZED BY
TITLE
CONTACT
TITLE

INVOICE TO

CUSTOMER NAME
ATTN.:
ADDRESS
CITY STATE
ZIP CODE
TEL. NO.
FAX NO.

REV. DATE	QTY.	TYPE	SIZE	C	QUANTITY	ACCT. TYPE	CO.	GRD.	SERV. FREQUENCY	REV. LPTS.	S	TAX RATE	UNIT	LF CODE	OPER. DATE	LEB.	FILE	MAIL	CHARGES	CHARGES	DWEEES	

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

BY:

(AUTHORIZED SIGNATURE)

TITLE:

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

Rate based on _____ lbs./yd.

FOR OFFICE USE ONLY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?
I.D. NUMBER _____ YES NO

NATIONAL ACCOUNT NUMBER		CUSTOMER CATEG.		CASH TOLERANCE		SUSPEND		CREDIT ANALYST	
SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	RENEW DATE	CPI	CUSTOMER STATUS	PURCHASE ORDER NUMBER	S.L.C.		
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE	CUSTOMER CODE			
RENEW	MIG	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATE			

TERMS AND CONDITIONS (Continued from other side)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services, including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties, if such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255		CONTACT NAME:	
		PHONE (A/C No.Ext):	FAX (A/C No.Ext):
		E-MAIL ADDRESS:certificateteam@ccmsl.com	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Co.	NAIC # 22667
		INSURER B: Indemnity Insurance Co. of North America	43575
		INSURER C: ACE Fire Underwriters Insurance Co.	20702
		INSURER D: Illinois Union Insurance Company	27960
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2097414

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS -COMP/OP AGG \$ 15,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 4997 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Chattanooga - Republic Services of Chattanooga

CERTIFICATE HOLDER

ROANE COUNTY, TN
 200 EAST RACE STREET
 SUITE 3
 KINGSTON, TN 37763
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: _____
 LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2097414

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

FOR BID PURPOSES ONLY

Corporate Data Sheet Report

As of July 05, 2022

BFI Waste Services, LLC

Formed in Delaware on 10/10/2000

Status: Current
Entity Type : Limited Liability Company
Federal ID #: 86-1006825
Domicile: Internal #: 9B

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	<u>Title</u>
Gregg K. Brummer	President
James G. Amick, Jr.	Vice President
Julia Arambula	Vice President
Kevin Michael Cross	Vice President
Matthew R. Healy	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Jennifer L. Thomson	Vice President
Gary S. Walker	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %

Corporate Data Sheet Report

As of July 05, 2022

BFI Waste Services, LLC

Registrations

State	Qualification	Charter No.	Tax ID No.	Date	End Date
Alabama	Qualification	602 - 778	N/A	10/25/2000	
Arkansas	Qualification	100191431		10/25/2000	
Delaware	Formation	3299575		10/10/2000	
District of Columbia	Qualification	L08568		05/24/2001	
Florida	Qualification	M00000002212		10/25/2000	
Georgia	Qualification	0047419		10/26/2000	
Iowa	Qualification	246162		10/24/2000	
Kentucky	Qualification	0516286		05/22/2001	
Louisiana	Qualification	35040583Q		02/15/2001	
Maryland	Qualification	Z06308894		05/22/2001	
Mississippi	Qualification	697824		02/08/2001	
Missouri	Qualification	FL0044255		11/01/2000	
North Carolina	Qualification	0568733		11/01/2000	
Oklahoma	Qualification	3700666261		05/23/2001	
Pennsylvania	Qualification	605390		05/12/2006	
South Carolina	Qualification	none	N/A	11/02/2000	
Tennessee	Qualification	0407373		05/01/2001	
Texas	Qualification	801150303	18610068258	07/23/2009	
Virginia	Qualification	T017950-9		10/25/2000	
West Virginia	Qualification	40492		05/23/2001	



July 7, 2022

Roane County Purchasing Department

RE: Matlock Bend Landfill Capacity Assurance Letter

This serves as the capacity assurance letter for the Loudon County Solid Waste Commission Matlock Bend Landfill, located at 21712 TN-72, Loudon, TN 37774. This is the disposal location for subject hauling contract.

As indicated in the table below, the Matlock Bend landfill has sufficient landfill capacity to accommodate your disposal needs.

Site Name	Total Remaining Capacity (CY)	Remaining Site Life (Yrs)
Matlock Bend Landfill	678,275	3.1

Sincerely,
Republic Services


Mike Classen
General Manager

200-9511.10



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
5th Floor, L & C Tower
401 Church Street
Nashville, Tennessee 37243-1535
615-532-0780

August 7, 1997

Mr. Robert Burnette, Engineering Manager
Santek Environmental, Inc.
21712 Highway 72N
Loudon, TN 37774

CERTIFIED MAIL #Z018 758 553
RETURN RECEIPT REQUESTED

RE: Loudon County Landfill aka Matlock Bend Landfill, SNL 53-103-0203.

Dear Mr. Burnette:

The Tennessee Department of Environment and Conservation has decided to issue the enclosed permit to Loudon County Solid Waste Disposal Commission for the operation of a Class I landfill.

Before the permit can be effective, you must file financial assurance documents with the Commissioner. These are to be for an amount that would satisfy the Twelve Million One Hundred Seventy Thousand Nine Hundred Eighty One Dollars (\$12,170,981.00) estimated for projected closure in the year 2016 and projected post closure care costs through the year 2046, as itemized in the closure/post closure section of the operational manual.

A municipality or county may execute a contract of obligation with the Commissioner. Such contract of obligation shall be a binding agreement on the municipality or county, allowing the Commissioner to collect the required amount from any funds being disbursed or to be disbursed from the State to the municipality or county. Please send four (4) signed originals of the Contract to the Division of Solid Waste Management.

Please call O.J. Wingfield of the Division of Solid Waste Management at 615-532-0877 for assistance or questions regarding financial assurance.

I appreciate your interest in complying with state statutes and look forward to working with you again.

Sincerely,

Tom Tiesler, Director
Division of Solid Waste Management

JTT/DBM/ms PER8

cc: Jack Crabtree, Knoxville Field Office
O. J. Wingfield

Copy of Resolution that Approves the contract

State of Tennessee
Department of Environment
and Conservation
Division of Solid Waste Management

Solid Waste Management Program
401 Church Street
5th Floor L&C Tower
Nashville, Tennessee 37243-1535
615-532-0780

REGISTRATION AUTHORIZING SOLID WASTE
DISPOSAL ACTIVITIES IN
TENNESSEE

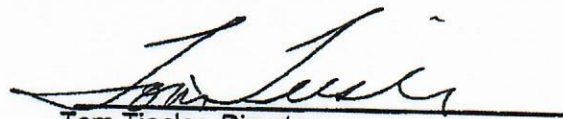
Registration Number: SNL 531030203

Date Issued: August 7, 1997

Issued to: Loudon County Solid Waste Disposal Commission.

Activities Authorized: Construction, operation, closure and post closure monitoring and maintenance of a Class I sanitary landfill.

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 68-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.


Tom Tiesler, Director
Division of Solid Waste Management

JTT/DBM/ss

PER1

PERMIT TERMS AND CONDITIONS

1. Recertification by Permittee for Facilities Whose Initial Operation is Delayed - If the facility does not initiate construction and/or operation within one year of the date of this permit, the permittee must recertify the application in accordance with Rule 1200-1-7-.02(2)(e).
2. Duty to Comply - The permittee must comply with all conditions of this permit, unless otherwise authorized by the Department. Any permit noncompliance, except as otherwise authorized by the Department, constitutes a violation of the Act and is grounds for enforcement action, or for permit termination, revocation and reissuance, or modification.
3. Need to Halt or Reduce Activity Not a Defense - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
4. Duty to Mitigate - In the event of noncompliance with the permit, the permittee shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent adverse impacts on human health or the environment.
5. Proper Operation and Maintenance - The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.
6. Permit Actions - This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any existing permit condition.
7. Property Rights - This permit does not convey any property rights of any sort, or any exclusive privilege.
8. Duty to Provide Information - The permittee shall furnish to the Commissioner, within a reasonable time, any relevant information which the Commissioner may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Commissioner, upon request, copies required to be kept by this permit.
9. Inspection and Entry - The permittee shall allow the Commissioner, or an authorized representative, to:

- (i) Enter at any reasonable time the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (ii) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (iii) Inspect at any reasonable time any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit (Note: If requested by the permittee at the time or sampling, the Commissioner shall split with the permittee any samples taken.);
- (iv) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Act any substances or parameters at any location; and
- (v) Make photographs for the purpose of documenting items of compliance or noncompliance at waste management units, or where appropriate to protect legitimate proprietary interests, require the permittee to make such photos for the Commissioner.

10., Monitoring and Records

- (i) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (ii) The permittee shall retain records of all required monitoring information. The permittee shall maintain records for all ground-water monitoring wells and associated ground-water surface elevations, for the active life of the facility, and for the post-closure care period as well. This period may be extended by request of the Commissioner at any time.
- (iii) Records of monitoring information shall include:
 - (I) The date, exact place, and time of sampling or measurements;
 - (II) The individual(s) who performed the sampling or measurements;
 - (III) The date(s) analyses were performed;
 - (IV) The individual(s) who performed the analyses;
 - (V) The analytical techniques or methods used (including equipment used); and
 - (VI) The results of such analyses.

11. Reporting Requirements

- (i) The permittee shall give notice to the Commissioner as soon as possible of any planned physical alterations or additions to the permitted facility.
- (ii) Monitoring results shall be reported at the intervals specified elsewhere in this permit.
- (iii) The permittee shall report orally within 24 hours from the time the permittee becomes aware of the circumstances of any release, discharge, fire, or explosion from the permitted solid waste facility which could threaten the environment or human health outside the facility. Such report shall be made to the Tennessee Emergency Management Agency, using 24-hour toll-free number 1-800-262-3300.
- (iv) Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Commissioner, it shall promptly submit such facts or information.

12. Periodic Survey

- (i) Within 60 days of his receipt of the written request of the Commissioner to do so, the permittee shall cause to be conducted a survey of active and/or closed portions of his facility in order to determine if operations (e.g., cut and fill boundaries, grades) are being conducted in accordance with the approved design and operational plans. The permittee must report the results of such survey to the Commissioner within 90 days of his receipt of the Commissioner's request.
- (ii) The Commissioner may request such a survey:
 - (I) If he has reason to believe that operations are being conducted in a manner that significantly deviates from the approved plans; and/or
 - (II) As a periodic verification (but no more than annually) that operations are being conducted in accordance with the approved plans.
- (iii) Any survey performed pursuant to this part must be performed by a qualified land surveyor duly authorized under Tennessee law to conduct such activities.

13. Duration of Permits - This permit shall be effective for the operating life of the facility.

14. Effect of Permit - The issuance of this permit does not authorize the permittee to injure persons or property or to invade other private rights, or to violate any local law or regulations.

15. Transfer, Modification, Revocation and Reissuance, and Termination of Permits - This permit may be transferred, modified, revoked or reissued, or terminated as set forth in 1200-1-7-.02(5).

16. Applicable Standards - All applicable facility standards of Rule Chapter 1200-1-7, Solid Waste Processing and Disposal Amendments shall be considered conditions of this registration.

Registration Number SNL 531030203

17. Penalties - Any violation of the conditions or other terms of this registration may subject the registrant to the penalties set forth in Tennessee Code Annotated Section 68-211-114 and 68-211-117.
18. Hazardous Waste Restriction - No hazardous waste, as regulated by the Tennessee Hazardous Waste Management Act (TCA Section 68-212-101, et seq.), and the Rules adopted pursuant to that Act, shall be accepted at this facility.
19. Construction and Operation - The permittee shall construct and operate the facility in accordance with the approved engineering plans and operations manual which becomes a condition of this permit in Attachment I.
20. Financial Assurance - Prior to beginning operation, the permittee must file a Financial Assurance Instrument in accordance with Rule 1200-1-7-.03(3)(c).
21. Special Waste - Except as specifically provided for in the Facility-Specific Conditions of this permit, the permittee may not accept for disposal any special waste unless approved to do so in writing by this Department.
- 22., Automobile Batteries - This facility is specifically prohibited from accepting automobile batteries for disposal.

PER2

Registration Number SNL 531030203

VARIANCES AND WAIVERS

The following variances or waivers from standards or requirements in Rule 1200-1-7, Solid Waste Processing and Disposal Amendments, are hereby granted in accordance with Rule 1200-1-7-.01(5):

1. Rule 1200-1-7.04(2)(1)2 requires that the operator must design, construct, operate, and maintain a run-off management system to collect and control at least the peak flow volume resulting from a 24-hour, 25-year storm.

The runoff from the east-facing slope at the northeast corner of the site will exit the fill area through a culvert under the access road into a natural drainway. This drainway exits the landfill property and continues across the adjoining property for about 500 feet before reentering the landfill property just above the sediment pond for the old Loudon County Landfill. This drainway is well-defined and there is no danger of the runoff escaping from the drainage channel and taking a different direction, however, the runoff will not have passed through any sediment control structures before leaving the landfill property above the sediment pond. The property owner, Monterey Mushrooms, Inc. is aware that this will occur under the landfill plan and has given permission in writing for this runoff from the landfill to cross their property before being treated.

2. Rule 1200-1-7.04(3) requires that new Class I Disposal Facilities must be located, designed, constructed, operated, and maintained such that there is a total site buffer with no constructed appurtenances within 50 feet of the property line.

The access road along the northeast corner of the site is within 50 feet of the property line. The property owner, Monterey Mushrooms, Inc. has also given permission in writing for this constructed appurtenance to be located within 50 feet of the property line.

Registration Number SNL 531030203

FACILITY-SPECIFIC PERMIT CONDITIONS

The following conditions of this permit are established pursuant to Rule 1200-1-7-.02(4)(b):

1. Before any solid waste can be disposed of in any portion of this facility, the division must have inspected the construction of the liner and leachate collection system for that section, and reviewed and accepted the construction quality assurance documentation for that section.
2. Runoff diversions must be constructed and maintained as necessary to keep surface water out of active fill areas to the maximum extent possible. pumps must be installed at all locations when surface water will collect within or against fill areas, these pumps must be of sufficient capacity to quickly remove any standing water.

**MATLOCK BEND LANDFILL - PHASES II AND IV UPGRADE
SNL 53-0203-
FINANCIAL ASSURANCE WORKSHEET**

	Present Day Cost <u>1997</u>	Cost At Closure <u>2016</u>	Cost During Post Closure <u>2016-2046</u>	Total <u>Cost Due</u>
1. Closure Cost	\$3,629,585.00	\$9,168,331.00		\$3,629,585.00
2. Post Closure Cost	\$1,348,200.00	\$3,405,540.00	\$7,753,571.00	\$7,753,571.00
3. Operation Cost (100 tons/day x 30 days x \$20 ton)	\$60,000.00	\$151,560.00		\$151,560.00
4. Contingency 5% of Items (1)+(2)+(3)	\$251,889.00	\$636,271.00		\$636,271.00
5. Total Financial Assurance Due				<u>\$12,170,981.00</u>

Note: Closure and Post closure costs appreciate at 5% annually; closure appreciates at 5% annually until the projected date of closure. Post closure appreciates at 5% annually for the summation of all 30 years from 1997 until 2016. From the year 2016 through 2046, post closure appreciates at 5% per year for the cost of each remaining year of post closure. Operation cost is projected to appreciate at 5% per year until closure. Contingency cost appreciates at 5% per year until closure.

The total amount of financial assurance due as listed can be reduced after certification of closure by \$4,417,416.00, the sum of closure cost, 30 day operational cost, and contingency cost. At the conclusion of each year of post closure, the financial assurance on file for post closure can be reduced by the cost of post closure for that year.

OJW/MATLOCK.PG1/SWM3

MATLOCK BEND LANDFILL - PHASES II AND IV UPGRADE

SNL 53-0203

Future Annual Value
of Post Closure Cost When Due

No. of Yrs. of Post Closure	Present Annual Value of Post Closure	Future Value of Post- Closure Cost at Closure	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Yr-6	Yr-7	Yr-8	Yr-9	Yr-10	Yr-11	Yr-12	Yr-13	Yr-14	Yr-15	
			119,193	125,153	131,411	137,981	144,880	152,125	159,731	167,717	176,103	184,908	194,153	203,862	214,055	224,757	230,376	
16	44,940	113,518																
17	44,940	113,518	241,895	253,990														
18	44,940	113,518			266,690													
19	44,940	113,518				280,024												
20	44,940	113,518					294,025											
21	44,940	113,518						308,727										
22	44,940	113,518							324,163									
23	44,940	113,518								340,371								
24	44,940	113,518									357,390							
25	44,940	113,518										375,259						
26	44,940	113,518											394,022					
27	44,940	113,518												413,723				
28	44,940	113,518													424,066			
29	44,940	113,518														445,270		
30	44,940	113,518															467,533	

Actual Post Closure Cost Total = \$7,753,571.00

Request for Consideration: For 1006-AF Solid Waste Hauling & Disposal RFP

Modification to Rates. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. For example, if the CPI price increase is scheduled for April 1, 2015, and the latest CPI index available is the month of February, 2015 the CPI price increase percentage would be computed as the % change from:

average CPI for the 12 months - March 2014 through February, 2015

against

The average CPI for the 12 months - March 2013 through February, 2014

Fuel Recovery Fee. Contractor will charge a Fuel Recovery Fee (the "FRF"), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF charged on each invoice (and applicable for the entire period covered by the invoice) will be determined by cross-referencing the peak weekly-published price per gallon as reported by the U.S. Energy Information Administration "On Highway Diesel Fuel Prices" index (www.eia.doe.gov/petroleum/gasdiesel/) for the month preceding the month covered in the invoice to the Fuel Recovery Fee Table on Contractor's website (<http://www.republicservices.com/corporate/fuel-environmental-recovery-fee.aspx>). Contractor reserves the right to adjust the manner in which the FRF is calculated (including the Fuel Recovery Fee Table).

1. **Section 20, Force Majeure, Page 4:** If awarded request the Contract also include additional events of Force Majeure so that Republic's performance is excused for events such as terrorist acts, compliance with Applicable Laws, inclement weather and acts of God, etc. (Also refer Section Liquidated Damages, Page 9).
2. **Section 23(C), Indemnification and Insurance, Page 4:** Request Republic's indemnity obligation be limited to claims to the extent caused by Republic's gross negligence or wilful misconduct. Further, request the indemnity obligation to be reciprocal so that Customer indemnifies Republic as well.

3. **Section 30, Limitations of Liability, Page 5:** Request Republic shall also not be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits.
4. **Section 37, Patents, Page 6: Request** Republic should not be liable to defend any suit brought against Customer for infringement of any patent by reason of the sale or use of such articles as specified in this Section.
5. **Section 2, Appropriation, Page 1:** Request Republic be compensated for services actually provided in accordance with the payment section of the contract, as adjusted from time to time. Republic shall be compensated for its services based on the Customer's collections, (which are in arrears on a monthly cycle at the end of each month). Customer shall pay Republic within fifteen (15) days following the end of the month in which the Customer receives payment. The Customer shall ensure that at all times during the term of this Agreement that the Customer will charge, pursuant to an ordinance duly passed by the Customer's governing body, a sufficient rate from the Customer's solid waste customers to pay the amounts due under this Agreement and to otherwise operate the Customer's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. The Customer shall provide to Republic a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is expressly understood by the parties that all payments due by the Customer hereunder are to be made from revenues received by the Customer from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Republic shall not have any right to demand payment of any obligation of the Customer under this Agreement from funds raised or to be raised by taxation. No obligations of the Customer under this Agreement shall be construed to be a debt of the Customer of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.
6. **Section 23, Indemnification and Insurance, Page 4-5:** Request for Following changes to be made to the insurance section:
 - Insert the words "*or authorized representative*" after the words "*insurance company*" in the first line of Point B, page 4;
 - Delete the word "*that*" after the words "*company showing*" in the first line of Point B, page 4;
 - Delete the word "*Carrier will assume full common liability of all shipments*" after the words "*additional insured*" from the second line of Point (B), page 4;
 - Replacement of the word "*naming*" with the word "*showing*" in the first line of Point (D), page 5;
 - Delete the words "*Complete certified copies of insurance policies shall be provided upon request*" from the second- third line of Point (D), page 5;
 - Replacement of the word "*by*" with the word "*herein*" in the third line of Point (D), page 5;
 - Replacement of the word "*documentation of*" with the word "*an acord certificate of insurance evidencing*" in the fourth line of Point (D), page 5;
 - Delete the words "*in a form satisfactory to the Purchasing Department*" from the second last line of Point (D), page 5.
7. **Section 28, Invoices, Page 5: Request** Republic be paid unconditionally within thirty (30) days from the receipt of an invoice and Republic shall have the ability to charge interest on late payment. (Also refer Section 25, Independent Contractor, Page 5)
8. **Section 44, Records, Page 7: Request** Republic should only be obligated to maintain such records for a period of two years after the completion of services under this Contract.
9. **Section 48, Right to Inspect, Page 7:** Customer's right to inspection be subject to include advance reasonable notice and appropriate limitations as to the scope and frequency of the inspection. (Also refer **Section 26, inspection and Acceptance, Page 5**)

10. **Section 51, Termination of Contract, Page 7:** Request Republic be given a cure period of at least thirty (30) days to cure Republic's breach. In the event of Republic's failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by Customer. Further, Republic request to be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days. (Also refer Section 7, Bankruptcy or Insolvency, Page 2; Section 15(D), page 3; Section 18, Delivery, Page 4)
11. **Section Service Delivery, Page 9:** Request Republic not be liable for any additional costs incurred by the Customer as specified in this section.
12. **Section Liquidated Damages, Page 9:** Request Republic should not be liable for any liquidated damages as specified in this section. (Also refer Section 1.6, Page 99)
13. **Section Price Explanation Sheet, Page 9-10:** Request Republic have the ability to pass-through new or increases to existing Fees & Taxes and an ability to increase the rates after signing the Contract because of increase in Change in law costs.
14. **Section Prompt Payment Discount, Page 19:** Request Republic not be obligated to provide discount terms to Customer as specified under this section.
15. **Acceptable Waste; Unacceptable Waste:** Request a detailed description of the type of waste Republic will collect and dispose of, along with definitions for waste that Republic will not collect or dispose of such as hazardous/ unacceptable wastes. Will supply if awarded.

Further, request Republic have the right to reject any unacceptable/hazardous waste provided by any residential or commercial unit.
16. **Title to Waste: Request following language be placed in agreement if awarded-**Title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.