

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 16-FEB-18 at 2:00 PM

**BID NUMBER:** 305007

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V  
E  
N  
D  
O  
R** RFQ

**M  
A  
I  
L  
T  
O** City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 164751 Ordering Dept.: Public Works/City Wide Services Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Front End Loader & Refuse Pick-Up Service ATTACHMENTS: Specifications Front End Loader & Refuse Pick-Up Service Vendor Disclosure and Acknowledgement Affirmative Action Plan Requirements For Insurance Coverage City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Front End Loader Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON January 31, 2018 *** NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____					

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 16-FEB-18 at 2:00 PM

**BID NUMBER: 305007**

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V  
E  
N  
D  
O  
R**

RFQ

**M  
A  
I  
L  
T  
O**

City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____ eMail Address _____ Contact Person's Name _____ Estimated Delivery _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**

16-FEB-18 at 2:00 PM

**BID NUMBER:** 305007

**BUYER:**

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V  
E  
N  
D  
O  
R** RFQ

**M  
A  
I  
L  
T  
O** City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	4 Cubic Yard Container, Lockable, Lease Rate Per Week	300	Each	_____	_____
2	6 Cubic Yard Container, Lockable, Lease Rate Per Week	150	Each	_____	_____
3	8 Cubic Yard Container, Lockable, Lease Rate Per Week	479	Each	_____	_____
4	4 Cubic Yard Container, Unlockable, Lease Rate Per Week	836	Each	_____	_____
5	6 Cubic Yard Container, Unlockable, Lease Rate Per Week	1500	Each	_____	_____
6	8 Cubic Yard Container, Unlockable, Lease Rate Per Week	2859	Each	_____	_____
7	Container Service, Pick-up Charge for 4 Cubic Yard Container, Price per pick-up	1267	Each	_____	_____
8	Container Service, Pick-up Charge for 6 Cubic Yard Container, Price per pick-up	1347	Each	_____	_____
9	Container Service, Pick-up Charge for 8 Cubic Yard Container, Price per pick-up	3136	Each	_____	_____
10	Cost for Pick-up, if requested	1	Each	_____	_____

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**

16-FEB-18 at 2:00 PM

**BID NUMBER:** 305007

**BUYER:**

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

V  
E  
N  
D  
O  
R

RFQ

M  
A  
I  
L  
T  
O

City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Waste Recycling Coverage	1	Each	_____	_____

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

**SPECIFICATIONS**  
**FRONT END LOADER & REFUSE PICK-UP SERVICE**

1. Request bids on furnishing all labor, materials, and equipment necessary for pick-up of garbage and refuse containers from various locations within the corporate limits of the City of Chattanooga. The requested bids shall include the rental of new and unused containers.
2. The bid price shall be based on a unit price per container and shall include all sanitary landfill fees. Any increase in the sanitary landfill fee schedule shall be added on the effective date of the increase.  
 In the event additional containers or pick-ups are added or removed, the cost shall be based on and determined by the unit price per container.

**3. Insurance**

The contractor shall be responsible for any damages to private property that is caused by the contractor's equipment and/or operators.

The service provider shall be required to furnish proof and maintain in force the following types of insurance in at least the minimum limits specified below.

Coverage	Limits of Liability
Workman's Compensation Employer's Liability	Statutory \$750,000
Bodily Injury Liability (Except Automobile)	\$750,000 each occurrence \$1,500,000 aggregate
Property Damage Liability (Except Automobile)	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each person \$1,500,000 each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 each occurrence \$3,000,000 each occurrence

4. The contractor shall be responsible for any damages to private property served by this contract that is caused by the contractor's equipment and/or operators.
5. Payment will be made by City to approved contractor no more than 30 days from receipt of invoice. Any services missed will be deducted from the monthly payment.

## SPECIFICATIONS

1. Collections shall be made twice a week unless otherwise stated. Hours of pick-up service restricted to 6:00 AM to 6:00 PM Monday thru Friday only.
2. The attached list indicates the facility, the address and the number of containers.
3. From time to time the successful bidder will be required to swap out and/or relocate containers within the system based upon the needs at specific locations.
4. Any problems arising because of damage to a container, replacement of a worn container, relocation of a container or causes preventing a pick-up of a container are to be coordinated and resolved between the bidder (contractor) and the facility being serviced.
5. If a scheduled pick-up falls on a holiday or is delayed due to weather conditions, these pick-ups are to be worked immediately upon returning to work.
6. It shall be the responsibility of the contractor to repair or replace all containers damaged through negligence of the operator in emptying said containers, including but not limited to, failure to close doors properly and rough or improper handling.
7. It shall be the responsibility of the contractor to have at their disposal any labor or equipment that might be needed to insure pick-up schedule is properly maintained.
8. Any unusual and/or unique problems arising in servicing this contract will be presented to the City Purchasing Office who will call the interested parties together (contractor, Purchasing, City-Wide Services representative and City Attorney representative), if required, to mutually discuss and reconcile the problem.
9. Either party will have the option of canceling the contract with a 30 day written request.
10. The City reserves the right to add or delete locations to the contract at their discretion.



WASTE CONTAINER LOCATIONS				NO. SERVICES/ WEEK
DEPARTMENT	DEPARTMENT CONTACT	NUMBER OF CONTAINERS	CONTAINER SIZE	LOCATION OF CONTAINERS
Fire	Randy Jacks/Jim Tallent	1	4 Yard	3200 Amnicola Hwy.
		1	8 Yard	218 East Main Street
		1	8 Yard	910 Wisdom Street
		1	8 Yard	3200 Amnicola Hwy.
General Service	Rick Roberts/Gary Franks	1	8 Yard	3102 Elmendorf Circle (City Owned)
	Lynn Wilson	1	8 Yard	Bessie Smith Hall
	Lynn Wilson	1	8 Yard	City Hall Annex
	Lynn Wilson	1	8 Yard	DRC Bldg. 1200 Market
Human Services	Wilma Akridge	1	8 Yard	501 West 12th Street
Avondale EHS	Sara Willis	1	6 Yard	2302-B Ocoee-next to kitchen
Avondale HS Maunt.	Sara Willis	1	6 Yard	Camden Side 2302 Ocoee-side of building
Cedar Hill	Jo Montgomery	1	8 Yard	4701 Divyne Ave-next to kitchen
Avondale/City Human Sv	Susan Giddan	1	8 Yard	2302-A Ocoee-next to kitchen
North Chattanooga	Heidi Maddox	1	8 Yard	1510 Hamilton Ave.-next to kitchen
Summit	Kathy Munson	1	8 Yard	4821 Patten Town RD-next to kitchen
Northgate Library	Eileen Johnson/Frank Milichak	1	6 Yard	278 Northgate Mall Drive
Memorial Auditorium	Wally Robinson	1	8 Yard	Rear of Bldg on Oak Street
Parks & Recreation	Dana Carter	1	8 Yard	Brainerd Recreational Center
	Dana Carter	1	8 Yard	South Chattanooga Rec. Center
	Dana Carter	1	8 Yard	John A Patton Rec. Center
	Dana Carter	1	8 Yard	Tyner Rec Center
	Dana Carter	1	8 Yard	Washington Hills Rec Center
	Dana Carter	1	8 Yard	Eastdale Rec. Center
	Dana Carter	2	8 Yard	Frost Stadium
	Dana Carter	1	8 Yard	Ross's Landing
	Dana Carter	1	8 Yard	Brown Acres Golf Course
	Dana Carter	1	8 Yard	Brainerd Golf Course
	Dana Carter	1	8 Yard	Chattanooga Zoo
	Dana Carter	1	8 Yard	Champions Club
	Dana Carter	1	8 Yard	Shepherd Rec. Center
Police	Randy Bell	1	8 Yard	224 Walnut Street
	Randy Bell	2	8 Yard	3410 Amnicola Hwy
	Randy Bell	1	8 Yard	3204 Amnicola Hwy
	Randy Bell/Officer Jim Brock	1	8 Yard	Firing Range-Moccasin Bend Road
Public Works/City Wide	Glenda Hope	1	6 Yard	4500 N. Access Rd/Access Rd Recycle
	Glenda Hope	1	6 Yard	3202 Kellys Ferry Rd./JA Patton Recycle
	Glenda Hope	1	6 Yard	1250 E. 3rd Street/Wanner Park Recycle
	Glenda Hope	1	8 Yard	Lawmower Shop, City Yards
Public Works/Traffic Ops	Marsha Featheroff	1	8 Yard	1010 East 11th Street

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

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

(SIGNED) \_\_\_\_\_

(PRINTED NAME) \_\_\_\_\_

(BUSINESS NAME) \_\_\_\_\_

(DATE) \_\_\_\_\_

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

---

(Signature of Contractor)

---

(Title and Name of Construction Company)

---

(Date)

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence