

BID SOLICITATION



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

BID OPENING DATE AND TIME:

25-MAY-16 at 2:00 PM

BID NUMBER: 304233

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.

BUYER:

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

V
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RFQ

M
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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.: 134675 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
DESCRIPTION: This shall be a twelve (12) month blanket contract for Environmental Services for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
ATTACHMENTS: - Specifications - Insurance Requirements - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *****					
*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON MAY 25, 2016 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304233) ON OUTSIDE PACKAGING *					
ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. *****					
NOTE: 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. 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. *****					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****					
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ Phone/Toll-Free No. _____ Fax No. _____ E-Mail Address _____					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business ____ Small Business ____ Veteran ____					
Minority Woman Owned Business ____ Disabled Veteran ____					
Women-Owned Business ____					

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: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Parts Cleaner Service (30 gallon)/(Per Service)	1	Each	_____	_____
2	Used Oil Service -	1	Each	_____	_____
3	Fluorescent Light Bulb Service (Per 4 Ft. Box)	1	Each	_____	_____
4	Fluorescent Light Bulb Service (Per 8 Ft. Box)	1	Each	_____	_____
5	Used Grease Services (Per 55 Gallon Drum)	1	Each	_____	_____
6	Used Grease Services (Per 30 Gallon Drum)	1	Each	_____	_____
7	Parts Cleaner Service (20 gallon)/(Per Service)	1	Each	_____	_____
8	Used Grease Services (Per 15 Gallon Drum)	1	Each	_____	_____
9	Waste Methylene Chloride (Per 55 Gallon Drum)	1	Each	_____	_____
10	Waste Methylene Chloride (Per 30 Gallon Drum)	1	Each	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Waste Methylene Chloride (Per 15 Gallon Drum)	1	Each	_____	_____
12	Chlorform Waste (Per 55 Gallon Drum)	1	Each	_____	_____
13	Chlorform Waste (Per 30 Gallon Drum)	1	Each	_____	_____
14	Chlorform Waste (Per 15 Gallon Drum)	1	Each	_____	_____
15	Disposal Of Unknown/unanticipated Materials (Price To Be Determined By Material And Disposal Method)	1	Each	_____	_____
16	Batteries	1	Each	_____	_____

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COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

**SPECIFICATIONS
FOR
ANNUAL BLANKET CONTRACT
TO SUPPLY
ENVIRONMENTAL SERVICES
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, fuel, containers, related paper work and any other related expenses necessary to provide environmental services for the WASTE RESOURCES DIVISION including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405; pump stations throughout the Interceptor Sewer System; the City Landfill, 9327 Birchwood Pike, Harrison, TN 37341; the Summit Landfill site, 4900 Woodland Drive, Chattanooga, TN 37363; and the Wood Recycling Center, 3925 North Hawthorne Street, Chattanooga, TN 37406.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and other locations within the WASTE RESOURCES DIVISION to determine the types, sizes, and quantities of required environmental services and any peculiar circumstances which may be associated with the environmental services described herein.

Any questions or comments related to the services described in these Specifications may be directed to the Plant Superintendent at Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 (423) 757-5026.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the unit cost for each item of service described herein.

The unit price shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

Specialty equipment, materials and services required for the work but not described herein will be invoiced by the Vendor at cost plus a percent markup.

The Vendor shall also provide hourly rates for overtime and holiday work for the various work described herein.

Cost of these services shall be subject to all of the requirements of the Specifications.

The bid shall be awarded on the basis of the unit cost per item of service to provide environmental services for the Waste Resources Division as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the city.

1.3 SUBMITTALS

1.3.1 Bid Bond

Not Required

1.3.2 Performance Bond

None Required.

1.3.3 References and Experience

A. References

The Vendor shall submit a minimum list of five (5) customers for whom the Vendor has performed environmental services during the past three- (3) years.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

B. Experience

The Vendor shall have a minimum of 15 years experience providing all of environmental services described herein.

C. Employee Qualifications

The Vendor shall have on staff employees and personnel who have been trained and/or certified in the handling of the various materials described in these specifications.

D. Failure to provide these submittals at the time of the Bid may result in the Vendor's bid being disqualified.

1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor shall comply with rules and conditions found in the City of Chattanooga's Standard Terms and Conditions.

1.5 LENGTH OF CONTRACT

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide a firm rate for the first year of the Contract.

The City shall have the option of extending the Contract for two (2) additional one (1) year periods at the Vendor's rate.

1.6 INSURANCE

The Vendor shall, proper to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen'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
Environmental Pollution Liability	\$10,000,000

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

1.7 WARRANTY

The Vendor shall warrant and guarantee the work performed for a period of ninety (90) days following delivery of the work to the City. The work shall be guaranteed and warranted against defective workmanship and materials.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL

2.1.1 *Sole Vendor*

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City.

2.1.2 *Compliance with Applicable Regulations*

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OHSA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

2.1.3 *Inspection*

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

2.1.4 *Failure to Provide Services and Termination of Contract*

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor.

2.2 DESCRIPTION OF CONTRACTED SERVICES

2.2.1 General

- A. The Vendor shall provide all labor, benefits, equipment, fuel, materials, paper work and any other related expenses necessary provide environmental services described herein for the WASTE RESOURCES DIVISION.
- B. The Vendor shall provide the services on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's workers and equipment when it is needed.
- C. The Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.

2.2.2 Vendor Services

- A. The Vendor shall be prepared to provide the following environmental services holding the City harmless and assuming "Cradle to Grave" responsibility;
 - 1. Parts Cleaner Services
 - 2. Used Oil Services
 - 3. Fluorescent Light Bulb Services
 - 4. Used Grease Services
 - 5. Lab Chemical Services
 - 6. Other Services
- B. The Vendor shall provide the labor, materials, containers, loading, transportation, equipment, and any other materials and services necessary to provide parts cleaning services on three (3) 20 gallon parts cleaners and one (1) 30 gallon parts cleaner on an 18 week cycle. Services shall include removal of spent solvents, clean-up and inspection of parts cleaners, replenishment of parts cleaners with fresh solvents, and shipping and disposal of spent solvents at approved and properly permitted disposal sites. Services shall also include all related paper work related to the shipping and disposal of the spent solvents.
- C. The Vendor shall provide the labor, materials, containers, loading, transportation, equipment, and any other materials and services necessary to provide used oil services on a prearranged schedule. Services shall include removal of used oil, clean-up and inspection of used oil storage containers, and shipping and disposal of used oil at approved and properly permitted disposal sites. Services shall also include all related paper work related to the shipping and disposal of the used oil.

- D. The Vendor shall provide the labor, materials, containers, loading, transportation, equipment, and any other materials and services necessary to provide fluorescent light bulb services on an 8 week cycle. Services shall include removal of spent fluorescent light bulbs, clean-up and inspection of spent fluorescent light bulb storage containers, and shipping and disposal of spent fluorescent light bulbs at approved and properly permitted disposal sites. Services shall also include all related paper work related to the shipping and disposal of the spent fluorescent light bulbs.
- E. The Vendor shall provide the labor, materials, containers, loading, transportation, equipment, and any other materials and services necessary to provide used grease services on a prearranged schedule. Services shall include removal of used grease, clean-up and inspection of used grease storage containers, and shipping and disposal of used grease at approved and properly permitted disposal sites. Services shall also include all related paper work related to the shipping and disposal of the used grease.
- F. The Vendor shall provide the labor, materials, containers and/or lab packs, loading, transportation, equipment, and any other materials and services necessary to provide lab chemical services on a prearranged schedule. Services shall include removal of used laboratory chemicals such as spent or used chloroform and methylene chloride and other chemicals in small quantities, clean-up and inspection of spent lab chemical storage containers, and shipping and disposal of spent or used lab chemicals at approved and properly permitted disposal sites. Services shall also include analytical profiles of the used or spent lab chemicals and paper work related to the shipping and disposal of the spent and used lab chemicals.
- G. The Vendor shall provide the labor, materials, containers, loading, transportation, equipment, and any other materials and services necessary to provide environmental services for the disposal of unknown materials. Services shall include performing analytical profiles of these materials, removal of these unknown materials, clean-up and inspection of these materials, storage containers, and shipping and disposal of these materials at approved and properly permitted disposal sites. Services shall also include all related paper work related to the shipping and disposal of these unknown materials.

2.2.3 City Supplied Services

- A. The City will provide the following services:
 - 1. The City shall provide space and access at its facilities for locating environmental service storage containers provided by the Vendor.
 - 2. The City will provide reasonable assistance to the Vendor when on site to remove materials
 - 3. The City will provide all electricity, water, and wastewater utilities at City facilities.

3.0 EXECUTION

3.1 CONTRACT STARTING DATE

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

3.2 PAYMENT OF SERVICES

- A. The City will make payment to the Vendor according to the City's normal policies and procedures.
- B. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- C. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- D. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- E. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") or Service Ticket upon request. The POD/Service Ticket must contain an itemized list of goods and/or services. The POD/Service Ticket must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD/Service Ticket with Invoice is encouraged.
- F. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- G. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- H. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

- I. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

and copy sent to:

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov

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 that 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 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. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.