

Date: December 5, 2018

Requisition No.: 177009

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on December 19, 2018*

**Requisition / Bid No.: R177009 / 305248  
Ordering Dept.: City Wide Services, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Collection & Disposal of Household Hazardous  
Waste**

\*\*\*\*\*

**\*\*\*REQUEST FOR BIDS MUST BE RECEIVED\*\*\***

**2:00 P.M., EST on December 19, 2018**

\*\*\*\*\*

**\*\*\*NON-MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\***

**10:00 A.M. EST on December 12, 2018 at**

**Paul Clark Building**

**900 East 11<sup>th</sup> Street**

**Chattanooga, TN 37403**

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**The City of Chattanooga reserves the right to reject any and/or all proposals,  
waive any informality in the proposals received, and to accept any proposal  
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.**

**The City's Standard Terms and Conditions may be found on website:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

**Note: ALL BIDS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City & Zip Code:** \_\_\_\_\_

**Phone/Toll Free No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Company Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 19-DEC-18 at 2:00 PM

**BID NUMBER: 305248**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 177009 / 305248 Ordering Dept.: City Wide Services, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Collection & Disposal of Household Hazardous Waste ATTACHMENTS: 1. Specifications (3 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy. NOTE: A Pre-Bid Conference will be held December 12, 2018 at 10:00 AM, in the Paul Clark Building, 900 East 11th Street, Chattanooga, TN 37403 Attendance at the Pre-Bid is Preferred. This Shall Be A Twelve (12) Month Blanket Contract To Supply Collection & Disposal of Household Hazardous Waste for City Wide Services. The Contract Term May Be Renewed For An Additional Two (2) 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 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 DECEMBER 19, 2018 *** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305248) ON OUTSIDE PACKAGING **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. 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.					

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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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 \_\_\_\_\_

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: \_\_\_\_\_

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City of Chattanooga  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Mobilization	1	Each	_____	_____
2	Flammable Liquid	12000	Pound	_____	_____
3	Flammable Solids	20000	Pound	_____	_____
4	Acidic Material	900	Pound	_____	_____
5	Caustic Material	500	Pound	_____	_____
6	Oxidizing Material	200	Pound	_____	_____
7	Poisonous Material	7000	Pound	_____	_____
8	Non-Flammable Liquid	5200	Pound	_____	_____
9	Aerosol/Compressed Gas	6000	Pound	_____	_____
10	Miscellaneous	150	Each	_____	_____

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City of Chattanooga  
 101 East 11th Street, Suite G13  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
11	4 Ft Straight Fluorescent Tubes	1000	Pound	_____	_____
12	8 Ft Straight Fluorescent Tubes	1000	Pound	_____	_____
13	Compact Fluor Lamp Drum	800	Each	_____	_____
14	Pesticide Liquids & Solids	800	Pound	_____	_____
15	Propane Tanks	800	Each	_____	_____
16	Small Grill Tanks	500	Each	_____	_____
17	Batteries	1000	Pound	_____	_____
18	Oil Base Paint	1000	Pound	_____	_____

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COMPANY: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 NAME AND TITLE: \_\_\_\_\_

**Specifications**  
**For Collection and Disposal of Household Hazardous Waste**  
**For**  
**The City of Chattanooga**  
**Household Hazardous Waste Collection Center**

**Scope of Work**

The City of Chattanooga, Tennessee, the "City", invites all interested firms to submit their bid to collect and dispose of Household Hazardous Waste (HHW) generated within the City of Chattanooga . The City has a structure established on North Hawthorne Street at the Wood Waste Recycling Facility located northeast of downtown near Amnicola Highway.

**Part A. General**

The Contractor shall:

1. Be experienced with household hazardous waste handling and disposal and/or be a licensed treatment, storage, and disposal (TSD) facility.
2. Set up and receive household hazardous wastes (excluding radioactive materials, pyrophorics, and explosives) from residents who reside within Hamilton County. Chattanooga and Hamilton County residents will bring their household hazardous waste to the facility on North Hawthorne Street established by the City of Chattanooga. No single container accepted shall exceed five gallons.
3. The facility operates Tuesday through Saturday from 8 a.m. until 3 p.m. The facility is located at 4063 North Hawthorne Street, Chattanooga, TN 37406.
4. Provide personnel trained to the satisfaction of the Tennessee Department of Environmental Control for the purposes stated in (1) above and Part B below. (See attached Bid Sheet)
  - A. At least one trained hazardous materials specialist with the equivalent of a Bachelor's degree and three years experience in hazardous waste handling and packaging shall be on site at all times during the collection and disposal process.
  - B. Trained hazardous waste technicians will be provided by the Contractor to handle, package, label, mark, and manifest the wastes received.
5. Carry out all interactions with the Tennessee Department of Environmental Conservation in satisfying that department's requirements for permits, variances, agreements, or registrations for the purposes of this project only.
6. Length of Contract: One year with an option for 4-one year extension under same terms and conditions.
7. Price Quotes: The proposal should include a cost per pound for each item to provide the service, including mobilization fee if applicable.

8. Provide a certificate of liability protection as additionally insured to the satisfaction of the City of Chattanooga for activities carried out under this project only. The Contractor shall provide a Certificate of Insurance with the policies including all coverage's listed on the attached Certificate of Insurance. Pollution coverage must be included in both the General Liability as well as the Automobile Liability. Amounts listed on the insurance requirements form must be met or exceeded. Additionally, the Contractor must provide a D.O.T. Certificate to Haul. The City of Chattanooga must be named as additionally insured on all policies.
9. The Contractor shall defend, indemnify, and hold harmless the City of Chattanooga, its officers, agents, and employees from any and all claims for damages, for injuries to persons or property related to or arising during the time collection.

**Part B. Work Included in Contract**

1. Employees of the Contractor shall conduct all physical handling of wastes. Acceptable waste types are expected to include, but are not limited to, the following:

<p>Household Cleaners</p> <ul style="list-style-type: none"> <li>drain openers</li> <li>oven cleaners</li> <li>wood, metal cleaners and polishes</li> <li>toilet bowl cleaners</li> <li>disinfectants</li> </ul>	<p>Lawn and Garden Products</p> <ul style="list-style-type: none"> <li>herbicides</li> <li>pesticides/rodenticides</li> <li>fungicides</li> <li>wood preservatives</li> </ul>
<p>Automotive Products</p> <ul style="list-style-type: none"> <li>oil and fuel additives</li> <li>grease and rust solvents</li> <li>carburetor and fuel injector cleaners</li> <li>air conditioning refrigerants</li> <li>started fluid</li> <li>body putty</li> <li>anti-freeze/coolant</li> <li>waste oil</li> <li>kerosene, gasoline</li> <li>gear oil &amp; automotive lubricants</li> </ul>	<p>Home Maintenance &amp; Improvement Products</p> <ul style="list-style-type: none"> <li>paint thinners</li> <li>paint strippers and removers</li> <li>adhesives</li> <li>oil based paints</li> <li>fire extinguisher powder</li> </ul> <p>Miscellaneous</p> <ul style="list-style-type: none"> <li>all battery types</li> <li>fluorescent bulbs (ALL sizes)</li> <li>pool chemicals</li> <li>photo processing chemicals</li> <li>reactives (aerosols/compressed gas)</li> <li>radioactives (smoke detectors ONLY)</li> </ul>

EXCLUDED WASTES INCLUDE: EXPLOSIVE; RADIOACTIVE; MEDICAL; EPA-LISTED HAZARDOUS; AND FRIABLE ASBESTOS WASTES

\*All pricing in Bid Sheet should cover the above.

2. The Contractor shall identify, categorize, package, label, mark, manifest, transport and dispose of the collected hazardous waste to the satisfaction and specifications of the Tennessee Department of Environment and Conservation and the U.S. Department of Transportation and any other pertinent federal, state, and local codes or regulations.

3. The Contractor shall have the sole responsibility for the collection and ultimate disposition of all oil based paints received at the collection site. Every effort should be made to reduce the number of drums of oil based paint ultimately sent to the landfill. Efforts should be made to recycle/reuse paints.
4. The Contractor shall provide all containers and bags, roll-offs, over packs, labels, and absorbent materials so that wastes can be packed and shipped according to D.O.T., the U.S. Coast Guard, and U.S. Environmental Protection Agency (RCRA) standards.
5. The Contractor will prepare waste profile sheets required by the TSD facility. The Contractor will make all corrections to the profiler sheets that are required to gain waste acceptance at the TSD facility. The Contractor will arrange laboratory tests performed on the waste.
6. The Contractor will keep a daily log of waste accepted and analytical tests performed during collection.
7. All wastes will be manifested, labeled and shipped in a manner consistent with its RCRA hazard class or TSCA requirements. The Contractor will prepare all manifests. Disposal shall be at hazardous waste TSD facility licensed by the US EPA.
8. No wastes will be stored at the collection facility for more than five days after the scheduled collection. Longer storage periods must be approved by the City of Chattanooga.

**Part C. Site Safety**

Wastes delivered to the site are not always compatible; spills, uncontrolled reactions, and fires are serious threats.

1. The Contractor will act as the initial emergency response team.
2. The Contractor will maintain emergency equipment on-site. The minimum requirements are:
  - Protective Work Clothing
  - Fire Extinguishers
  - Organic Vapor Respirators
  - Level "B" Protective Equipment for Two People
  - Emergency Shower
  - Eye Wash
3. The Contractor will prepare a contingency plan for review and approval of the City of Chattanooga. Wastes spilled by the Contractor will be cleaned up at the Contractor's expense.



## 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)

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(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 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 damages 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

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)

**No Contact/No Advocacy**

**Notice Receipt**

City of Chattanooga

Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

\_\_\_\_\_ (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

\_\_\_\_\_ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # \_\_\_\_\_, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

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

Date: \_\_\_\_\_