

BID SOLICITATION



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

BID OPENING DATE AND TIME:

30-JAN-18 at 2:00 PM

BID NUMBER: 304988

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
E
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RFQ

M
A
I
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T
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 164254 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
DESCRIPTION: This shall be a twelve (12) month blanket contract for Waste Hauling 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 - Iran Divestment Act - 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 JANUARY 30, 2018 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304988) 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

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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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Cost of waste hauling per trip, Monday - Friday, 7:00 am to 5:00 pm	1	Each	_____	_____
2	Cost of waste hauling per trip, Monday - Thursday, 5:01 pm to 6:59 am	1	Each	_____	_____
3	Cost of waste hauling per trip, Friday 5:01 pm - Sunday 6:59 am	1	Each	_____	_____

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Bids will be received at the above mentioned address.

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TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**SPECIFICATIONS
FOR
WASTE HAULING
MOCCASIN BEND WWTP
(12/2017)**

1.0 GENERAL

1.1 Scope of Work

The Scope of Work covered by these specifications includes all labor, benefits, trucks, equipment, fuel, utilities, insurance, services, personnel and supplies necessary for hauling roll off waste containers (30-yard) from the Moccasin Bend WWTP, 455 Moccasin Bend Road, Chattanooga TN 37405 to the appropriate permitted landfill. The City will provide manifests which must be presented to the Landfill with a copy returned to the City. Contractor must be onsite and begin work no later than twenty four (24) hours from the time notified. Notifications of the need for this service will typically be on very short notice and may require the transportation of as little as five (5) tons of waste. The City will be responsible for paying all tipping fees, as required by the Landfill.

1.2 Experience and Qualifications

- a. The Contractor shall be licensed and bonded to perform the work described herein.
- b. The Contractor shall have a minimum of two (2) years' experience performing the services described herein. Contractor shall provide a minimum listing of five (5) recent customer references of similar size and where the type of work to be provided under these specifications has been performed. Included in the five (5) references shall be three (3) government references of similar size and type of work.

1.3 Indemnification

Contractor hereby agrees to fully indemnify and hold harmless City and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damages, costs or expenses, specifically including attorneys' fees and other expenses of litigation, incurred by or on behalf of the Contractor and any of officers, employees or elected officials to the extent arising out of the Contractor's actual negligent performance of Services under this Agreement, including errors or omissions.

City hereby agrees to fully indemnify and hold harmless Contractor and any of its officers, employees or designated agents from all loss, damages, costs or expenses specifically including attorney's fees and other expenses of litigation incurred by or on behalf of the Contractor and any of its officers, employees or designated agents arising out of City's negligence to the extent provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-201 et seq.

1.4 Insurance

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 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 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

1. The 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. Automobile Liability;
 - c. Worker's Compensation and Employer's Liability Insurance; and
 - d. Professional Liability Insurance.
2. All policies, except Professional Liability Insurance, if applicable, shall waive rights of recovery (subrogation) against the City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

Prior of issuance of the Notice to Proceed by the City, the Contractor shall have on file with the City certificates of insurance acceptable to the City. Said certificates of insurance shall be filed with the City before the renewal of the contract annually.

1.4 Length of Contract

The length of contract shall be for one (1) year after issuance of Purchase Order by the City with the City's option to renew for two (2) additional one (1) year terms with price adjustments allowed after the first additional one (1) year term. The City is required to notify the Contractor no less than 60 days' prior to the end of the scheduled issuance period of their wish to renew/terminate the Agreement.

1.5 Termination

This Agreement may be terminated by the City for cause with a 30-day written notification. Either party may terminate this agreement without cause by providing written notification no less than 90 days in advance of the intent to terminate. Abandonment by the Contractor by not abiding by this Section will result in a \$50,000 fine and the removal of Contractor from any future bidding process for a period of five (5) years.

1.6 Evaluation of Bids

The Contractor shall complete and submit at the time of the bid the attached Bid Form as well as all other formal submittals and forms required by the Purchasing Department of the City of Chattanooga. All other submittals required by this specification shall be submitted at the time of the bid. Failure to properly complete the Bid form and include the required submittals will result in disqualification of the bidder.

The Bid will be awarded to the qualified bidder with the lowest price based on the completed Bid Form.

APPENDIX A

BID FORM

WASTE HAULING

MOCCASIN BEND WWTP

(12/2017)

LOADING, HAULING AND LANDFILL DISPOSAL OF WASTE

BID FORM

(12/2017)

Cost of hauling per trip Monday through Friday, 7:00 a.m. – 5:00 p.m.

Cost of hauling per trip Monday through Thursday 5:01 p.m. -6:59 a.m.

Cost of hauling per trip Friday 5:01 p.m. through Sunday 6:59 a.m.

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/entitles/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 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)