Date: April 1, 2020

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

Requisition No.: 196877

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

Proposals will be received at 101 East 11 th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on April 22, 2020
Requisition / Bid No.: R196877 / 305854 Ordering Dept.: City Wide Services Division, Public Works Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov ************************************
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:

PLI

Mailing Address: _____ City & Zip Code: _____ Phone/Toll Free No.: Fax No.: E-Mail Address: Contact Person: _____ Company Title: _____ Signature: _____



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

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.

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BID OPENING DATE AND TIME:

22-APR-20 at 2:00 PM

BID NUMBER: 305854

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BUYER:

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

M City of Chattanooga
A 101 East 11th Street, Suite G13
Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition / Bid No.: 196877 / 305854

Ordering Dept.: City Wide Service Waste Division, Public Works Department

Buyer: Mark McKeel Phone No.: 423-643-7236

Items Being Purchased: Front End Loaders & Refuse Pick-Up Service

ATTACHMENTS:

- 1. Boilerplate & Bid Lines (4 pages)
- 2. Specifications (6 pages)
- 2. Affirmative Action Plan (2 pages)
- 3. Iran Divestment Act Disclosure (1 page)
- 4. No Contact / No Advocacy Notice (1 page)

City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy,

This Shall Be A Twelve (12) Month Blanket Contract To Supply Front End Loader & Refuse Pick-Up Services for the Waste Divsion of City Wide Services, City Wide.

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 APRIL 22, 2020 ***

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305854) ON OUTSIDE PACKAGING

PLEASE DO NOT EMAIL BIDS

**** 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, unless specific written exceptions are otherwise stated.



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

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.

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BID OPENING DATE AND TIME:

22-APR-20 at 2:00 PM

BID NUMBER: 305854

BUYER:

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

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Α	101 East 11th Street, Suite G13
1	Chattanooga, TN 37402
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Item	Class-Item		Quantity	Unit	Unit Price	Total	
specifications are f levels. Such refere any brand which m The City of Chattar	s names, trade names, brand names or the purpose of describing and estances ar enot intended to be restrictive ets or exceeds the quality of the spanoga reserves the right to reject any bids received, and to accept any bid	ablishing general quality e. Bids will be considered for ecifications listed for any ite and/or all bids, waive any	or m.				
for the best interes		,					
	nooga will be non-discriminatory in th sis of race, color, or national origin	e purchase of all goods and	I				
**** NOTE **** PLEASE PROVIDE	E US WITH THE FOLLOWING INFO	RMATION:					
Company Name							ı
Address							ı
							ı
Phone/Toll-Free No). _:	5).					
Fax No		5					
eMail Address		ž					
Contact Person's N	ame						
Estimated Delivery							
Minority-Owned Bu	siness Small Business	_ Veteran					
Minority Woman-Ov	wned BusinessDisabled Vete	ran					
Voman-Owned Business							
*** ALL ITEMS MU	** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****						

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.	С
TERMS OF PAYMENT:	S
TELEPHONE NUMBER:	N.

COMPANY:	
SIGNATURE:	
NAME AND TITLE:	



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

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.

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BID OPENING DATE AND TIME:

22-APR-20 at 2:00 PM

BID NUMBER: 305854

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BUYER:

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

M	
Α	City of Chattanooga
1	101 East 11th Street, Suite G13
Ĺ	Chattanooga, TN 37402
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ltem	Class-Item	Quantity	Unit	Unit Price	Total
1	Container Service, Pick-up Charge for 4 Cubic Yard Container, Price per pick-up	300	Each		
2	Container Service, Pick-up Charge for 6 Cubic Yard Container, Price per pick-up	2500	Each		
3	Container Service, Pick-up Charge for 8 Cubic Yard Container, Price per pick-up	4200	Each		
4	Cost for Pick-up, if requested	800	Each		-
5	Waste Recycling Overage	100	Each		î <u> </u>
6	4 Cubic Yard Container, Lockable, Lease Rate Per Month	12	Each	ù=	0 <u></u> 0
7	6 Cubic Yard Container, Lockable, Lease Rate Per Month	150	Each		1
8	8 Cubic Yard Container, Lockable, Lease Rate Per Month	600	Each		3 <u></u> i
9	4 Cubic Yard Container, Unlockable, Lease Rate Per Month	122	Each		: :
10	6 Cubic Yard Container, Unlockable, Lease Rate Per Month	880	Each		

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

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted	price
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



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

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.

VENDOR	RFQ
--------	-----

BID OPENING DATE AND TIME:

22-APR-20 at 2:00 PM

BID NUMBER: 305854

BUYER:

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	8 Cubic Yard Container, Unlockable, Lease Rate Per Month	4000	Each	5 3	

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

ALL BIDS MUST BE SIGNED - The undersigned offers the above quoted pri	ice
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, administrative fees, regulatory fees, any fuel recovery charges, or any other applicable 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 types of insurance in at least the minimum limits specified in the City's Purchase Order Standard Terms and Conditions, https://chattanooga.gov/images/City of Chattanooga - Standard Terms and Conditions Revised 7.18.2018.pdf.

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.

SPECIFICATIONS

- 1. Collections shall be made as specified on attached City of Chattanooga Service Locations spreadsheet. Hours of pick-up service restricted to 6:00 AM to 6:00 PM, Monday through Friday only, unless otherwise requested by department.
- 2. The attached list indicates the facility, the address, the container size, number of containers by location, and service frequency.
- 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. Agreed upon contract rates will be applied to all additional locations during the term of the contract.

PAYMENT

The City will make payment to the Vendor according to the City's Purchase Order Standard Terms and Conditions, https://chattanooga.gov/images/City of Chattanooga -

<u>Standard Terms and Conditions Revised 7.18.2018.pdf</u>. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

- 1. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 2. 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.
- 3. 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.
- 4. Vendor will be responsible for collection signature and legible name of City employee when delivering goods/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD 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 with Invoice is encouraged and speeds payment processing time.
- 5. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 6. 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.
- 7. 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 order.

8. 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 a copy sent to:

City of Chattanooga
Attn: Marie Janeway
900 East 11th Street
Chattanooga, TN 37403
PWCWS-Payables@chattanooga.gov

Bid List

Line	Container Size – Cubic Yards	Price
Lease Rate / Month – 4 Cubic Yards	4	\$
Lease Rate / Month – 6 Cubic Yards	6	\$
Lease Rate / Month – 8 Cubic Yards	8	\$
Scheduled Pickup Rate	4	\$
Scheduled Pickup Rate	6	\$
Scheduled Pickup Rate	8	\$
Non-scheduled Pickup Rate / Each	4	\$
Non-scheduled Pickup Rate / Each	6	\$
Non-scheduled Pickup Rate / Each	8	\$
Container Delivery Fee	4	\$
Container Delivery Fee	6	\$
Container Delivery Fee	8	\$

CITY OF CHATTANOOGA

Service Locations

Facility/Location	Address	Container Size - Cubic Yards	# of Containers	Service Frequency
Wood Recycle Center	3925 N. Hawthorne Street	8	1	1
Access Road Refuse Center	4500 N. Access Road	6	1	2
John A. Patten Recycle Center	3202 Kelly's Ferry Road	6	1	2
CWS Lawnmower Shop	Fairview Avenue	8	1	1
Warner Park Recycle Center	1250 East Third Street	6	1	2
Brainerd Road Recycle Center	5955 Brainerd Road	6	1	1
Batters Place Recycle Center	8004 Batters Place	8	1	1
Eastlake Courts Housing	2600 – 4 th Avenue	8	9	2
Greenway Farms	5150 Gann Store Rd	8	1	7
Parks Maintenance Office	1503 Middle St	8	1	1
Grimes Soccer Complex	4502 N Access Rd	6	1	1
Heritage Park	1428 Jenkins Rd	8	1	1
Ross's Landing	164 Riverfront Pkwy	8	1	1
Coolidge Park 1 & 2	200 River St	8	2	4
Blue Goose Hollow	876 W 9 th Ave	8	1	1
PSC	3410 Amnicola Hwy	8	2	2
Annex	3204 Amnicola Hwy	8	1	2
Police Firing Range	400 Moccasin Bend Rd	8	1	1
CPD	702 E. 11 th Street	4	1	2
Police Garage	3102 Elmendorf Circle	8	1	2
Library	278 Northgate Mall Drive	6	1	2
Facilities Building	274 E. 10th Street	8	1	1/Month
Warner Park (behind pool)	1254 E 3 rd St (behind pool)	8	1	1/Month
Human Services	501 West 12th Street	8	1	1
Tyner	6900 Ty Hi Drive	8	1	1
John A Patten	3202 Kelly's Ferry Rd	8	1	1
Washington Hills	4628 Oakwood Dr	8	1	1

Facility/Location	Address	Container Size - Cubic Yards	# of Containers	Service Frequency
Shepherd	2124 Shepherd Rd	8	1	1
South Chatt	1151 W 40 th St	8	1	1
Skate Park	1801 Carter St	6	1	1
Brainerd	1010 N. Moore Rd	8	1	1
Champions Club	3400 Lupton Dr	8	1	1
Eastdale	1314 Moss St	8	1	1
Hixson	5401 School Dr	8	1	1
Avondale	1305 Dodson Ave	8	1	1
Carver	600 N Orchard Knob Ave	8	1	1
East Chatt	2409 Dodson Ave	8	1	1
Eastlake	3601 Dodds Ave	8	1	1
Glenwood	2610 E 3 rd St	8	1	1
Westside	1201 Poplar St	8	1	1
North Chatt	406 May St	8	1	1
Fire Hall #1	218 E. Main Street	8	1	1
Fire Hall #10	910 Wisdom Street	8	1	1
Fire Training Center (outside gate)	3200 Amnicola Hwy- Outside Gate	8	1	1
Fire Training Center	3200 Amnicola Hwy	4	1	1
Fire Station #11	6418 Hixson Pike	8	1	1
Traffic Ops	1010 E 11 th St	8	1	1
Avondale Head Start	2302 Ocoee Street	8	1	2
Avondale Head Start	2302 Ocoee Street	6	2	2
Daisy Center	9531 W Ridge Trail Rd	8	1	2
Cedar Hill Center	4701 Divine Ave	8	1	2
Brainerd Golf Course	5203 Old Mission Rd	8	1	2
Brown Acres Golf Course	406 Brown Road	8	1	2

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.

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 breech of this contract.			
(Signature of Contractor)			
(Title and Name of Construction Company)			
(The and Name of Contraction Company)			
(Date)			
(Signature of Contractor) (Title and Name of Construction Company)			

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga Purchasing Division

For Submission with Quote Responses:

(V	Vendor Agent name), states that:
(1) He/She is the owner, partner, officer, re	epresentative, or agent of
	(Business name), the Submitter of the
attached sealed solicitation response to	Solicitation #, and sai
Business has taken notice, and will abid	de by the following No Contact and No Advocacy clauses
	of this solicitation, a potential submitter is prohibited of Chattanooga representative concerning the subject is made with the Purchasing Division.
companies and/or individuals submitting sealed	the integrity of the review and evaluation process, disolicitation responses, as well as those persons and/or such submitters, may not directly or indirectly lobby or active.
Any business entity and/or individual that de Advocating policies may be subject to the rej from consideration.	loes not comply with the No Contact and No ejection or disqualification of its solicitation response
Submitter Signature:	Printed Name:
Title:	
Date:	