



CITY OF KNOXVILLE
 OFFICE OF THE PURCHASING AGENT
 P.O. BOX 1631
 400 MAIN ST., ROOM 667
 KNOXVILLE, TN 37901

SEALED BID

THIS IS NOT AN ORDER

DATE: 08/15/2018 PAGE 1 Of 1

DOCUMENT NUMBER: **544672**

READ ALL INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES BEFORE BIDDING. BID ON THIS FORM ONLY. BID PRICE ON ITEMS LISTED OR EQUAL. NO BID RECEIVED AFTER CLOSING HOUR WILL BE ACCEPTED.

****ALL PRICES TO INCLUDE TRANSPORTATION CHARGES & NET TERMS UNLESS STATED OTHERWISE ****

Merchandise to be delivered to : See delivery instructions

BID will be received at: Office of the Purchasing Agent, Room 667, 400 Main St., Knoxville, TN 37902, until 08/30/2018 11:00:00 AM

ENVELOPE TO BE SEALED AND MARKED: **RECYCLING AND GARBAGE CONTAINERS**

Special Instructions:

The contract will be for a period of one year with the option to renew for two additional one year periods based upon the approval of both parties. The containers are to be delivered to the facility located at 640 Blackstock Avenue, Knoxville, TN. Direct all questions to jtucker@knoxvilletn.gov.

No.	Quantity	Description	Brand	Unit	Unit Price	Total	Applicable Discount
1	1 Each	The City of Knoxville invites sealed bids for recycling and garbage containers for use by eligible households within the City of Knoxville. The specifications herein describe the minimum acceptable features and performance requirements for the containers.					

IMPORTANT - State Merchandise

Delivery Date Here: _____

Buyer Name: Tucker, James
 Phone: 865-215-2064
 Fax: (865) 215-2277
 Email: jtucker@knoxvilletn.gov

 (Company Name)

 (Authorized Signature)

 (Print Signed Name)

 (Phone Number)

 (Email Address)

**CITY OF KNOXVILLE
INVITATION TO BID**

RECYCLING AND GARBAGE CONTAINERS

The City of Knoxville invites sealed bids for recycling and garbage containers for use by eligible households within the City of Knoxville. The specifications herein describe the minimum acceptable features and performance requirements for containers to be purchased by the City of Knoxville. The agreement shall be for one year with two optional one-year extensions.

BACKGROUND:

Currently in Knoxville, 28,000 out of 60,000 households have opted-in to the City's curbside recycling program. Every year, approximately 2,000 additional households sign up, and it is for these new recyclers that we request bids for recycling containers.

In addition, all 60,000 households currently have trash containers; however, the City may need to replace up to 350 a year due to loss and breakage.

QUANTITY TO BE PURCHASED:

The City seeks to purchase the following quantities in the following container capacities:

95/96-gal. containers

Quantity of approximately 2,000 per year for brown recycling containers

Quantity of 0-350 per year to replace broken or missing dark grey garbage containers

Wheels/axles/lids/handles – To be supplied to the City for future maintenance needs per year

Quantity of wheels: 20

Quantity of axles: 10

Quantity of lids/lid pins: 10

Quantity of handles: 30

The City reserves the right to purchase additional containers at the bid price for the duration of the agreement, with reasonable adjustments to bid price during that time as detailed in the "Price Adjustments" paragraph below.

PRICE ADJUSTMENTS: The City recognizes that during the term of the agreement, there may be fluctuations in the cost of container production. The City therefore will make price adjustments on a semi-annual basis for the duration of the agreement, including renewals or extensions. However, the initial bid pricing shall be held from the issuance of the City of Knoxville's purchase order until the first pricing adjustment, which shall begin no sooner than six months following issuance of the City's purchase order. The price adjustments may increase or decrease the price(s) of the agreement items. All price adjustments shall be based upon the Producer Price Index (PPI), Series ID: WPU066, Plastic Resins and Materials, published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

For the purpose of this agreement, the base price is defined as the final submitted bid price in response to this Invitation to Bid. The base price index is defined as the most current PPI index published prior to the bid due date. The semi-annual price index is the most current PPI index published prior to the beginning of the new pricing period.

To calculate price adjustments during the term of the agreement, the semi-annual price index is divided by the base price index. The result of this calculation is then multiplied by the base price establishing the new price for the new pricing period.

Example (all numbers shown below are for illustration purposes only):

As a result of an ITB, the base price for the awarded vendor is \$25.00. The base price index is 259.7 (based upon the most current PPI index published prior to the bid due date). At the beginning of the new pricing period, the semi-annual price index is 282.6. The calculation would be thus: $(282.6/259.7) \times \$25.00 = \27.20 . The new price for the new pricing period therefore would be \$27.20).

For the next new pricing period, the semi-annual price index is 276.6. Accordingly, the new price for the second semi-annual adjustment would be calculated in this manner: $(276.6/259.7) \times \$25.00 = \26.63 .

The Contractor has the sole responsibility to request, in writing, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received by the City of Knoxville Contract Manager no fewer than 30 days prior to the requested increase date. Should the Contractor fail to submit the request and supporting documentation to the proper City authority within the stated timeframe, the Contractor shall be deemed to have waived its right to any increase in price, but the City shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

PARTS AVAILABILITY: All proposers will supply a listing of replacement parts and prices available for their model container. Prices shall be guaranteed for the duration of the agreement, with reasonable adjustments to bid price during that time as detailed in the "Price Adjustments" paragraph above.

RECYCLE ABILITY: The bidder may include with the proposal any option for the repurchase/recycling of containers at the end of their useful life.

RECYCLED CONTENT: A portion of the parts/materials must be of recycled content. Bids must include a "Recycled Materials" page listing the parts and/or materials with recycled content and their percentage of recycled material. Bids for bins not containing recycled content may be deemed non-responsive.

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until **August 30 2018, at 11:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid.

4. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Agent, City of Knoxville, Room 667-674, City/County Building, 400 Main Street, Knoxville, Tennessee, 37902. **Each sealed envelope containing a bid must be plainly marked on the outside as: "Recycling and Garbage Containers."**
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
7. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
8. Prior to submitting their bids, bidders are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.cityofknoxville.org/purchasing. **Bid submissions from un-registered bidders may be rejected.**
9. Payment for completed services delivered to and accepted by the City shall be at the contract price.
10. State make or brand on each item. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.
11. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.
12. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
14. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
15. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.
16. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
17. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.

18. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
19. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to James Tucker, Senior Buyer for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to him at jtucker@cityofknoxville.org. To be given consideration, such requests/questions must be received no later than close of business on August 24, 2018. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.cityofknoxville.org/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
20. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
21. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website: www.state.tn.us/labor.
22. Before a Purchase Order is issued, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Agreement to purchase resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
23. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

BID SUBMISSION REQUIREMENTS

Bidders shall furnish the following information in writing with their submission. All documents must be included in the order shown below:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Fully completed Compliance and Price Form
3. Exceptions Page (if necessary – see instructions, Compliance and Price Form)
4. Color Chips for All Available Colors (including specialty colors)
5. Printed Color Sales Brochure
6. Independently Certified Copies of all ANSI Tests and Confirmation of Conformity to ANSI requirements (see Compliance and Price Form, Paragraphs 4.1, 4.2, 4.4, and 4.16)
7. Warranty Information
8. Replacement Parts and Prices
9. Recycled Materials Page
10. Repurchase/Recycle Proposal (if available)
11. References with Current Contact Information
12. Non-Collusion Affidavit
13. Iran Divestment Act
14. Subcontractor/Consultant Statement

CITY OF KNOXVILLE

BID FORM

TO: Purchasing Agent
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled "Recycling and Garbage Containers" to open on August 30, 2018, at 11:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the unit sums entered on the accompanying Compliance and Price Form.

Firm Name: _____

Official Address: _____

(By)

(Name Typed)

(Title)

Date _____

Terms _____

email address _____

Telephone _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this __ day of ____, 2____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106,%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

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 T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with women-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law), in preferential bidding practices, the city does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the city meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/consultant statement.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)
(\$ _____)
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

RECYCLING AND GARBAGE CONTAINERS

COMPLIANCE AND PRICE FORM

INSTRUCTIONS

All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank with no check mark in either column, the City may reject the bid as non-responsive.

- MINIMUM SPECIFICATIONS:** The specifications below constitute the minimum specifications that are acceptable to the City of Knoxville. All bids, as well as any variations/exceptions, must meet or exceed these specifications. Any submitted bid containing one or more variations/exceptions that do not meet or exceed the specifications supplied below may be deemed nonresponsive.
- EXCEPTIONS:** By checking any of the "NO" spaces, the bidder states that the product being bid does not conform to that specification. All variations and/or exceptions must be explained in detail, explaining how the variation/exception is equal or superior to the specification, on a separate "Exceptions" page. **Each variation/exception must reference the applicable paragraph number.** If no exceptions are taken, the City will assume that the bid meets all specifications. The City will evaluate the exceptions and will make the determination if said exceptions meet or exceed the applicable specifications, and its decision shall be final.
- MANUFACTURING PROCESSES AND MATERIALS:** Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Paragraph Number	Description	Yes	No
3.1	MANUFACTURING: Each container shall be manufactured by rotational molding process.		
3.2	PLASTIC MATERIAL: Base plastic resin for the cart body and lid must be quality high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) supplied by a national petrochemical producer. Off-spec or wide spec material and dry blending of material is not acceptable for use in manufacturing. The bidder must submit technical data sheet(s) from the resin producer as an attachment to this document.		
3.3	RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast		

	<p>so that the plastic material does not alter or fade appreciably in normal use. Containers could be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet (UV) rays with a UV stabilizer additive with no less than point four percent (0.4%) by weight.</p> <p>The proposer must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended and UV protected.</p>		
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4. **CONTAINER REQUIREMENTS:** The specified capacity universal roll out carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

Paragraph Number	Description	Yes	No
4.1	<p>ANSI CONFORMANCE: Containers bid herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 Standards for "Type B/G" containers.</p> <p>Bidder shall submit independently certified copies of all ANSI test results with bid. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Carts" shall clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.</p>		
4.2	<p>LOAD RATING: The container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p>Proposer must submit its normal printed color sales brochure which shows the exact product item proposal and the corresponding load rating. Load rating stated on literature must exactly match all specifications, ANSI certification submitted with proposer's proposal, and the load rating permanently marked on the product.</p> <p>Minimum ratings should be:</p> <p style="padding-left: 40px;">96 Gallon – 320 pounds 95 Gallon – 285 pounds</p>		

	<p>95-96 Gallon STATE LOAD RATING OF CONTAINER: ____ pounds</p>		
4.3	<p>RESIN WEIGHT: The quoted container must be manufactured to achieve a minimum resin weight of the following:</p> <p>95-96 Gallon – minimum 28 pounds STATE RESIN WEIGHT OF CONTAINER: ____ pounds</p>		
4.4	<p>CAPACITY: Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the container body (to the nearest 0.1 U.S. gallon) that shows the actual capacity is as stated.</p>		
4.5	<p>HANDLES: Each container must be equipped with a handle that is a minimum of 1-inch diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are also unacceptable.</p>		
4.6	<p>LID: The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE) and must have a minimum wall thickness of at least .120 inches. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. Living hinges and lid counter weights are unacceptable. The manufacturer may not attach lids to containers using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments <u>must be constructed of weather resistant plastic only</u>. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology. The lid shall be able to open to such an extent that all contents may be emptied into the collection vehicle.</p>		
4.7	<p>WHEELS: Wheels shall be treaded and a minimum of 10" diameter. Wheels should be capable of supporting a minimum of 175 lbs. for 95/96 gallon containers.</p>		

4.8	<p>AXLE: The axle must be a minimum of 5/8" diameter, high strength steel fully supported by cart body. The axle must be zinc chromate plated or powder coated for corrosion resistance. The axle must slide through the molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. There must also be sufficient journals molded into the bottom of the container for the axle to slide through to ensure proper weight distribution of the contents of the cart. <u>Axles attached by means of bolts or rivets are unacceptable.</u></p>		
4.9	<p>STABILITY: Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 35 mph when empty, based upon the wind resistance of all four sides averaged together.</p>		
4.10	<p>LIFT SYSTEM: Each container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The lower lift bar must be designed to withstand <u>over ten (10) years</u> of lifter attachment and must be a 1" diameter galvanized free floating steel bar or integrally molded plastic catch bar. The length of the bar must not exceed 10 inches. The metal catch bar of each container must be delivered from its manufacturing plant with its metal catch bar pre-installed. <u>Containers that require assembly of the metal catch bar after the cart's delivery are not acceptable.</u> If attachment rivets hold the metal catch bar in place, they must be located on the inside of the cart to avoid interaction with the cart tippers. Rivets placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws, bolts, fasteners, etc. Containers with bolted-on lower bars are NOT acceptable.</p>		
4.11	<p>NESTABILITY: Containers must be designed so that each container can be stacked inside another container with their lids attached for maximum efficiency in storage and delivery. Containers do not need to be stackable when wheels are attached. Containers that will not nest one inside another when lid is attached are NOT acceptable.</p>		
4.12	<p>COLOR: Containers must have a distinctive color impregnated into the plastic. Surface treatments, painted and spray-on finishes and materials that are not homogenous are not acceptable. The City of Knoxville and chosen vendor will mutually determine the color or colors prior to production. Recycling carts will be brown/tan and garbage carts will be dark grey. The City will accept pricing for both base colors and specialty colors.</p>		
4.13	<p>INTERIOR CONSTRUCTION: The interior surface must be</p>		

	smooth and free from obstructions where material inside the containers could become trapped.		
4.14	ABRASION PROTECTION: The containers must be designed with a drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a wear area for bottom protection. Screw-on, bolt-on, or pop-on wear guards are unacceptable.		
4.15	RIM OF BODY: The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must <u>not be designed to have an inward radius to obstruct free flow emptying</u> of material out from the container.		
4.16	MANEUVERABILITY: To ensure that the proposed 95/96 gallon container is easily operated by the citizens of City of Knoxville, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container's maximum average tipping force. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified. STATE MAXIMUM AVERAGE FORCE: _____ pounds		
4.17	PARTS AVAILABILITY: All bidders will supply a listing of replacement parts and prices available for their model container.		
4.18	WALL THICKNESS: The quoted container must have a nominal wall thickness of .165 inches throughout the body of the container and a minimum wall thickness of .18 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). 95-96 gallon STATE BODY WALL THICKNESS: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches		
4.19	DIMENSIONS: Provide the dimensions of the fully assembled carts: 95-96 Gallon STATE HEIGHT: _____ inches STATE LENGTH: _____ inches STATE WIDTH: _____ inches		

5. **MARKINGS:** Each container must be permanently marked with letters/numbers, as follows:

Paragraph Number	Description	Yes	No
5.1	SERIAL NUMBERS: Each container must have a serial number hot stamped in white on the front face of its body. Serial numbers shall be in sequence beginning with a letter and then date of manufacture. For recycling carts, the serial number shall be preceded by an "R." For garbage carts, the serial number shall be preceded by a "G." The serial number shall indicate the month and the year of manufacturing. (Ex. R 0818 for a recycling cart manufactured in August 2018). The bidder will maintain a file that will identify the date of manufacture by the serial number.		
5.2	CONTAINER LOGO: The City of Knoxville logo and seal shall be affixed by hot stamp onto both sides of the garbage cart body. Logo and seal will be provided to the manufacturer by the City.		
5.3	HOT STAMP LID LOGO: The City of Knoxville will require a standard hot stamp lid logo with a list of recycling "do's and don'ts" on the recycling carts. The garbage carts will require a standard hot stamp lid logo with the following text in min. 3" capital letters: GARBAGE ONLY		
5.4	IML LID LABEL: The City of Knoxville is considering the addition of an in-mold label to be affixed to the lid portion of its containers. This multi-color logo must be affixed to the lid portion of the container and will identify instructions for recycling, approved recyclables, and other program details to the participating residents. This logo will be in the form of an in-mold label.		
5.5	USER INSTRUCTION: Instructions for the safe use of the container must be molded into each lid.		
5.6	LOAD RATING: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.		

6. **EXPERIENCE/COMPLIANCE:**

Paragraph Number	Description	Yes	No
6.1	EXPERIENCE: The bidder must have at least (7) seven years of experience in the USA of continuous		

	production/manufacturing of rotationally molded containers for use in automated and semi-automated household garbage or recycling collection systems. The carts must be made in the USA. STATE YEARS OF EXPERIENCE: _____ years		
6.2	REFERENCES: Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least five (5) municipalities who currently have at least 30,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, e-mail address and quantity for each reference.		

7. **WARRANTY:** The bidder must submit with its proposal a warranty example of the exact warranty offered for the universal carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation. The Bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

	Description	Yes	No
7.1	Failure of the lid to prevent rainwater from entering the container when in the closed position.		
7.2	Damage to the container body, lid or any component parts through opening or closing the lid.		
7.3	Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.		
7.4	Failure of the body and lid to maintain their original shape (warping).		
7.5	Damage or cracking of the container body through normal operating conditions.		
7.6	Failure of the wheels to provide continuous easy mobility as originally designed.		
7.7	Failure of any part to conform to minimum standards as specified herein.		
7.8	If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.		

