



# INVITATION TO BID

City of Bristol, Tennessee  
Administration Department  
Purchasing Division  
423- 989-5528  
[www.bristoltn.org](http://www.bristoltn.org)



**Bid Number and Description:** 20017 90+ Gallon Refuse Containers

**Due Date and Time:** May 22, 2020 at 10:00 a.m. prevailing local time

**Bid Location and Mailing Address:** 801 Anderson Street Room 204 Bristol, TN 37620 – Due to COVID-19 all bids will be opened virtually at: <https://us02web.zoom.us/j/87421849315>

**Bid Contact Information:** Specifications: Wes Ritchie 423-989-5685 Bid Process: April Norris 423-989-5528

**Delivery Location:** F.O.B. Job Site or 1321 Weaver Pike, Bristol, TN 37620

**Payment Terms:** Net 30

## Bid Documents must be completed and signed to be considered valid

ITEM	QTY (Estimated)	DESCRIPTION	UNIT PRICE (In Numbers)	UNIT PRICE (In Words)	Extended Total
1.	500	90+ Gallon Refuse Containers	\$		\$

**Non-Collusive Bid Statement:** The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

### **Instructions to Submit Bid:**

Seal bid response in an envelope plainly identified on the outside in the lower left corner of your envelope with the Bid Name and Number. The Vendor is responsible for insuring delivery on or before the bid opening date and time to City of Bristol Tennessee Purchasing Department, Attn: April Norris-Purchasing Agent, 801 Anderson Street Room 204 Bristol, TN 37620.

Electronic Responses are Accepted

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

- Bid Check List:**  Signed Bid by Authorized Company Representative  Iran Divestments Act Form  
 Title VI Voluntary Disclosure  Bid Pricing, verified as correct

City of Bristol, Tennessee  
Invitation to Bid

Bid Reference No. 20017

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## City of Bristol, Tennessee

### Invitation to Bid

#### INSTRUCTION TO BIDDERS

1. Each bid must be signed by the bidder with his/her original signature on the Bid Pricing Sheet for consideration. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number and the description of the bid item. Separate bids must be submitted for each reference number. The City will not be held responsible for the premature opening of unmarked envelopes if sent through regular mailing system. Facsimile transmissions of bidding documents will not be accepted.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
6. References in the *Description of Requirements and Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
7. All bids shall remain valid for a period of sixty (60) days after bid opening unless a longer period is otherwise stated herein.
8. Bids are to be mailed to or delivered to the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620. One original and one copy of each bid proposal must be submitted for review, unless otherwise stated.
9. The City of Bristol is tax-exempt and sales taxes are not to be included on the bid. Any bid including sales taxes will be adjusted at the time of the bid opening. The City's sales tax exemption number will be provided to the successful bidder.
10. In the event bidder fails to honor bid, they will be declared non-responsible and removed from future bid opportunities. If bidder is submitting equipment from current inventory, the bid must be valid for a period of sixty (60) days after bid opening and cannot be subject to prior sale provisions.
11. In accordance with T.C.A. 62-6-119 all contractor license information, including electrical, plumbing, and HVAC must be listed on the outside of the bid envelope for projects of \$25,000 or more. All masonry contractor information must be included for masonry portions of a project exceeding \$100,000. In order to comply, list the **name of the project, contract number, name, address, and contractor's license number of the Bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening**. All contractor information must be included for any of the above types of contractors. If this information is not listed, the bid will be deemed non-responsive.

## City of Bristol, Tennessee

### Invitation to Bid

#### GENERAL CONDITIONS

1. The City of Bristol reserves the right to reject any and all bids or parts thereof, and unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern. Bid pricing should be stated in both words and numbers. In the case of a discrepancy, the price in words will govern. The City also reserves the right to waive informalities on all or any part of any bid as deemed to be in the best interests of the City.
2. The purchaser is a municipality and invoices are processed for payment not less than twice a month. It shall be understood that the cash discount period will be extended to the date that invoices are paid. Payment will commence or be made in full after delivery and/or completion of the project and acceptance of equipment. All documents, invoice, title and exception certificate shall be presented to the Purchasing Department, 801 Anderson Street, Room 204, Bristol, Tennessee 37620.
3. In case of default by the bidder or contractor, the City of Bristol may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. All prices quoted shall be United States currency. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. It is the intent of these specifications to secure and to insure the delivery of the specified unit(s) complete and ready to withstand the service and continuous use encountered by the City in the course of the work for which the unit(s) is/are intended. Omission of any essential detail from these specifications does not relieve the supplier from furnishing such unit.
8. The bidder, by executing a contract or bid proposal on the terms of the invitation to bid, warrants the product that is supplied to the buyer shall remain fully in accordance with the specifications and to be of the highest quality. All bids must be for new equipment. This provision excludes surplus, used or demonstrator products unless so stated in the specifications.
9. In the event the product as supplied to the buyer is found to be defective or does not conform to the specifications, the buyer reserves the right to cancel the order upon written notice to the supplier and return such product to the supplier at the supplier's expenses.
10. All parts not specifically mentioned herein, but which are necessary in order to furnish complete materials and installation shall be supplied by the bidder. Each product furnished to the City shall conform to the best known practices for the most recent unit.
11. If a bidder has any exceptions to these specifications, such exceptions must be stated in writing and describe in detail what is proposed to be furnished in lieu of the specified requirements. When the detailed specifications require specific brand names, model numbers, dimensions or capacities of components, it is because they have been carefully selected and specified for the intended service due to their reliability and/or availability of replacement parts on a local basis.

GENERAL CONDITIONS (CONTINUED)

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12. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
13. It is the policy of the City of Bristol, Tennessee to ensure equal opportunity in all aspects of its programs and services without regard to race, color, sex, or national origin under Title VI of the Civil Rights Act of 1964. This policy applies to the administration of programs, facilities, benefits, or services that receive assistance from the Federal government. During the performance of this contract, the successful vendor agrees as follows:
  - A. To comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereafter referred to as "Regulations") as they may be amended.
  - B. To ensure nondiscrimination on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The vendor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
  - C. That during solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subcontract, including procurement of materials or lease of equipment, all potential subcontractors be notified by the vendor of their obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
  - D. That all information and reports required by the Regulations be readily accessible by the City of Bristol, Tennessee or the Tennessee Department of Transportation as may be pertinent to ascertain compliance with the Regulations.
  - E. That in the event of noncompliance with the nondiscrimination provisions of the contract, the City shall impose contract sanctions as it or the Tennessee Department of Transportation may determine to be appropriate, including but not limited to:
    1. Withholding payments until compliance is made, and/or
    2. Cancellation, termination, or suspension of the contract, in whole or in part.
  - F. That the vendor includes these provisions in all subcontracts, including procurement of materials and leases of equipment.
14. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
15. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the City Council.
16. All federal, state, and local law requirements must be followed.
17. The City accepts responsibility of merchandise upon receipt at the City's delivery point unless otherwise noted herein.
18. The City reserves the right to purchase more or less of the Bid Items at the unit price listed on the Bid Pricing Sheet.

GENERAL CONDITIONS (CONTINUED)

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19. *Special Conditions*, if any, are enclosed and listed in the Table of Contents. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
20. The *Description of Requirements and Specifications* for the procurement are enclosed herewith.
21. The specifications set forth are the minimum that are acceptable. The City of Bristol reserves the right to consider differences or variations in the character, quality or workmanship of the items offered, to reject any or all bids, and to accept any bid that it may deem to be in the best interest of the City.

- End of Section –

**City of Bristol, Tennessee**  
**DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS**

**90+ GALLON REFUSE CONTAINERS**

**1.0 PURPOSE**

The purpose of this bid document is to solicit bids for wheeled refuse containers for use within the City of Bristol, Tennessee.

**2.0 GENERAL**

The City is expecting to purchase about 500 wheeled refuse containers, within the year, which are designed to contain solid waste materials including garbage, refuse, rubbish, and yard clippings. Each container shall be provided with adequate wheels and handles so that it can be pushed or pulled with little effort. Each container shall also be designed to be dumped by both semi-automated and fully automated truck systems and must be a minimum of 90 gallons capacity with a load rating of 340 pounds.

It will be the responsibility of the bidder to acquaint themselves with the dumping systems used by the City.

Stated quantities on Bid Pricing Sheet are estimates of quantity needed for a specified time period. The City reserves the right to purchase increased or decreased amounts of each item as may be deemed necessary at the prices quoted on the bid form. Prices quoted shall remain firm for a delivery period of 12-months from the date of award and include all applicable charges including delivery.

**3.0 MANUFACTURING PROCESS AND MATERIALS**

- The body of the container shall be composed of recyclable high-density polyethylene.
- The body and lid of the container shall be formed using only first quality high-density polyethylene supplied by a national petro-chemical producer.
- Bidder certifies that the container manufacturer will use hot melt compound system to ensure that all materials will be mixed evenly throughout the container and lid.

**4.0 CONTAINER BODY**

- Minimum wall thickness of the body must not be less than .155 inches. The thickness of the container's bottom section must not be less than .155 inches.
- The body walls shall have a slight taper to facilitate emptying. This created overhang should augment lifting in a fully automated system.
- The bottom of the cart will be protected from abrasion by an integrally molded wear ridge. This wear ridge should add thickness to the container's bottom surface. Add-on pads that require attention and replacement are not acceptable.
- This wear ridge will be molded around the bottom of the cart to also absorb impact from cart handling.

DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS (CONTINUED)

Page 2

- The container bottom shall include a molded-in spherically shaped energy-absorbing detail. This detail will be designed to protect the container bottom from impact by heavy objects tossed into the empty container.
- The container body shall be free of pockets, recesses, or intrusions which could trap debris or interfere with the discharge of refuse.
- An integrally molded upper pouch and integrally molded-in plastic catch bar shall be the only acceptable method of attachment to the refuse vehicle's cart dumper system.
- The top of the container body shall be molded with a three (3) sided (inverted channel) rim to add structural strength and stability to the container and to provide a flat surface for lid closure. The underside of the rim shall be reinforced with molded in gussets around the entire circumference of the container.
- On the front of the cart near the top there shall be molded details engineered to provide a convenient handhold for collection workers to use for pulling the cart without having to walk to the rear of the container.
- There shall be a raised ridge molded atop the entire circumference of the container rim. The closed lid, in close proximity to this molded on ridge shall serve as a barrier to escaping odors, pests and to prevent moisture from entering the cart from the edge of the lid. The rim of the cart must radiate outward so as not to obstruct free flow emptying of the can.
- The handle attachments must be an integrally molded part of the container body. Bolt on handle mounts are not acceptable. Metal or exposed PVC pipe used as a handle is unacceptable. Handle will provide comfortable gripping area for pulling or pushing the container. Pinch points are not acceptable.

**5.0 DIMENSIONS**

Height Maximum – 46 inches

State Actual Height \_\_\_\_\_

Width Maximum – 31 inches

State Actual Width \_\_\_\_\_

Depth Maximum – 34 inches

State Actual Depth \_\_\_\_\_

**6.0 COLOR**

- All plastic parts should be colorfast so that the plastic material does not alter appreciably in normal use. Color shall be gray.
- The container should be stabilized against ultraviolet light attack.

**7.0 LID**

- The container lid shall be manufactured in the same manner and from the same material as the container body and be of such a configuration 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 container shall be stable and self-balancing when in the upright position, when loaded or empty, with lid opened or closed. The container must remain upright when the lid is thrown open.
- The lid shall be watertight and promote vector control. The lid should effectively drain water off the lid and away from the container. As a minimum, lids must be watertight to prevent falling or blowing rain from entering, and also prevent the emission of odors from the container when the lid is closed.



- The lid must have an external handle or a design that allows the resident to open the lid without touching the interior of the lid.
- The lid must be attached to the body with two (2) injection molded snap-lock hinge pins that afford 270-degree rotation to permit easy opening.
- No lid latches will be accepted. Lid will be held closed by its weight only.
- The lid design will incorporate molded-on structural ridges on the lid's underside to ensure durability.

## **8.0 WHEELS AND AXLES**

- The complete wheel assembly shall be approximately 12" in diameter. It shall consist of solid rubber tires pressed onto radially gusseted, injection-molded hubs having self-lubricating bearing surfaces.
- For ease of assembly, wheels will be designed for snap-on attachment. Wheels shall attach securely to the cart by means of a spring-loaded steel pin inside the hub
- that snaps into a corresponding groove on the axle. Wheel assembly using speed nuts and or cotter pins are not acceptable.
- Wheel spacers should be an integrally molded-on part of each hub.
- The axle shall be affixed to the body by passing through at least four (4) molded on cross-gusseted details.
- There shall be a fulcrum point where the foot may be placed to assist in tilting the container.

## **9.0 STABILITY**

- The containers must be designed to withstand winds of 45 mph (minimum) in any direction. Bid response must include results of independent lab testing to certify wind stability.

## **10.0 CONTAINER IDENTIFICATION AND MARKINGS**

- The container will be stamped on both sides with the following:

City of Bristol, TN

- Serial numbers are to be stamped on the left side of the cart (consider left to be if person is standing behind the cart holding onto handle). The City will require a six digit serial number as follows:

1<sup>st</sup> two digits = year manufactured

Space

Last 4 digits = sequential number starting at 0001

Example: 18 0001 – manufactured in 2018, serial number 1

## **11.0 ASSEMBLY, DELIVERY AND PRICING INFORMATION**

- Bidders are to attach a list identifying each of the parts used in the cart. Bidders should also provide a list of replacement parts for purchase.

DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS (CONTINUED)

Page 4

- To minimize cost of assembly and distribution, the carts are to be supplied from the factory with handles and lids completely assembled. Upon delivery, only the axles and wheels will require attachment by the City.
- Unit prices quoted shall include delivery to:  
212 Blackley Road; Bristol, Tennessee 37620.
- This bid will be awarded for a period of one (1) year effective on date of award with a renewal option on an annual basis in one (1) year providing all terms, conditions, and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

**12.0 WARRANTY**

- The warranty will be for no less than ten (10) full years, and must specifically provide no-charge replacement of any container that fails in materials or workmanship for a period of ten (10) years after installation. Bidders shall provide details of full warranty coverage.

**13.0 REFERENCES**

- Bidder must supply with the proposal a reference list of at least ten (10) cities and/or companies that have their carts in a fully and/or semi-automated collection program.

**14.0 EXPERIENCE/COMPLIANCE**

- The bidder shall list the number of years the company has continuously produced/manufactured in the United States of America carts for automated refuse collection.

**15.0 ADDITIONAL INFORMATION**

- The bidder shall supply with the bid, complete technical data on the container being bid by their company. The information shall include construction specifications.

**Please List Any Exceptions to These Requirements and Specifications:**

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- End of Section-

REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Bidder: \_\_\_\_\_

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 Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Name of & Title of Signer  
(Print or Type): \_\_\_\_\_

\_\_\_\_\_

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

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

Complete and return with bid package.

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

- Race:         White/Caucasian  
               Black/African American  
               Hispanic  
               Asian  
               American Indian and Alaskan Native  
               Native Hawaiian or other Pacific Islander  
               Other

- Gender:       Male  
                Female

This form will be maintained on file in the Finance Department for review by the City of Bristol, Tennessee and the Tennessee Department of Transportation Title VI Compliance Office.