

BID SOLICITATION



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.

BID OPENING DATE AND TIME:
 03-JUN-20 at 2:00 PM

BID NUMBER: 305896

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

V
E
N
D
O
R

RFQ

M
A
I
L
T
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 198552 Bid No.: 305896 Ordering Dept.: Waste Resources Division, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov Items Being Purchased: Lime Kiln Dust Deadline for Questions : May 27, 2020 This Shall Be A Twelve (12) Month Blanket Contract To Supply Lime Kiln Dust. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term 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. ATTACHMENTS: Specifications (8 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact/No Advocacy Statement 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. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. VENDORS MUST SUPPLY A SAMPLE OF APPROXIMATELY ONE (1) POUND WEIGHT OF LIME KILY DUST FROM EACH OF THE PROPOSED PRODUCTION FACILITES FOR ANALYSIS BY THE CITY. Ship To: City of Chattanooga Purchasing Division 101 E 11th Street Chattanooga, TN 37402 Label The Package With Bid # 305896 *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 3, 2020 *** 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. Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 03-JUN-20 at 2:00 PM
BID NUMBER: 305896

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

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V
E
N
D
O
R** RFQ

**M
A
I
L
T
O** City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
any brand which meets or exceeds the quality of the specifications listed for any item. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____ eMail Address _____ Contact Person's Name _____ Estimated Delivery _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

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

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____
 TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.
 COMPANY: _____
 SIGNATURE: _____
 NAME AND TITLE: _____

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 03-JUN-20 at 2:00 PM
BID NUMBER: 305896

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

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V
E
N
D
O
R** RFQ

**M
A
I
L
T
O** City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Lime Kiln Dust per specifications	5500	Ton	_____	_____

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.

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

TERMS OF PAYMENT: _____
 TELEPHONE NUMBER: _____

COMPANY: _____
 SIGNATURE: _____
 NAME AND TITLE: _____

**SPECIFICATIONS
FOR
SUPPLY AND DELIVERY
OF
BULK LIME KILN DUST
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CHATTANOOGA, TENNESSEE
May, 2020**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The scope of services covered by these specifications shall be a contract for the supply and delivery of approximately 15,000 dry tons, more or less, of bulk lime kiln dust as specified herein.

1.2 GENERAL INFORMATION

The Moccasin Bend Wastewater Treatment Plant (MBWWTP) prepares biosolids that must meet or exceed federal requirements of 40 CFR Part 503. Lime kiln dust is used for post lime stabilization of the biosolids to assure the material meets pathogen reduction and vector attraction requirements of these regulations. Additionally, MBWWTP is committed to beneficial reuse of the biosolids and is currently applying the biosolids to farm land. MBWWTP has adopted the National Biosolids Partnership Code of Good Practice to ensure that all material produced for beneficial reuse is of the highest quality possible. The quality of the lime kiln dust used is very important in the MBWWTP biosolids management program, not only in assuring proper pH is achieved, but in boosting the solids content of the material and providing alkalinity for soils on which it is applied.

The lime kiln dust used in this program must have sufficient calcium oxide (CaO) content to reach the required pH levels in the biosolids and must be clean and free from debris for the purpose of land application of the material.

1.3 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form.

Bid shall include unit price per dry ton delivered and unloaded at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

The City of Chattanooga reserves the right to reject any and /or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the City.

1.4 SUBMITTALS

1.4.1 Bid Bond

Not Required.

1.4.2 Performance Bond

None Required.

1.4.3 References and Experience

A. References

1. The Contractor shall submit a list of three (3) customers for whom the Contractor has provided bulk lime kiln dust as described herein.
2. The list shall include the volume of kiln dust supplied at that location, names, addresses, telephone numbers, and contact person who is knowledgeable of the kiln dust provided.

B. Contractor/Manufacturer Experience

The Contractor shall submit a brief company history of provision of bulk lime kiln dust and brief description of the plant producing the bulk lime kiln dust.

1.4.4 Other Required Submittals

The following additional information shall be submitted with all bids:

- A. Name of shipper (subcontractor) proposed to use for delivery of the bulk lime kiln dust to MBWWTP.
- B. Method of shipment (motor, freight, rail, or barge) and price differential, if any.
- C. Any exceptions, alternates, escalators, de-escalators, price caps, or other conditions which would affect contract.
- D. Name and phone numbers of person to contact for ordering shipment.
- E. Estimated time between placing of order and actual delivery.
- F. Estimated time required to receive emergency shipment and location of emergency supply; names and phone numbers of persons to contact for emergency shipment of holidays, weekends, and after hours.
- G. Copies of product data sheet and material safety data sheet.
- H. Names and location of material producer(s).
- I. Point of shipment.
- J. Evidence of quantity support from the producer.

- K. Description of processes used at the producing facility for all proposed suppliers. ***This description shall address methods used to assure prevention of debris of any kind in the kiln dust in accordance with the requirements of these specifications.***
- L. ***Description of processes used by the shipper(s) to assure tanker trucks are thoroughly cleaned of any debris and/or products previously hauled prior to loading of the bulk lime kiln dust.***
- M. A sample of approximately one (1) pound weight of lime kiln dust from each of the proposed production facilities for analysis by the City.

1.5 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the material and services specified herein.

The Contractor shall also comply with the City's Affirmative Action Plan and Audit requirements.

1.6 INSURANCE

None Required.

2.0 PRODUCTS

2.1 GENERAL

2.1.1 *Compliance with Applicable Regulations*

All products and services provided under this contract shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, and any other similar federal, state, and local laws or regulations applicable to the Contractor or to the products described herein.

The Contractor's personnel and subcontractors shall comply with all City, Waste Resources Division, and MBWWTP work rules and regulations when on site.

2.1.2 *Failure to Provide Products or Services and Termination of Contract*

In the event the Contractor:

- A. Fails to initiate services or provide products on the date(s) specified or otherwise agreed to;
- B. Fails to provide all of the required documentation for his personnel, insurance, and/or any other documentation required by these specifications at the specified times;
- C. After having begun services or supply of products, abandons them for any reason;

- D. Suspends or refuses to continue services or the supply of products; or
- E. Defaults in any manner in the performance under the terms of the contract for a period of thirty (30) days (unless the Contractor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the contract or have the services completed or products supplied by another vendor in any reasonable manner at the Contractor's expense.

The City shall have the right to terminate the contract after giving a thirty (30) day written notice to the Contractor.

2.2 PRODUCT DESCRIPTION

The product specified herein is described as follows:

- a. Product Name

Bulk Lime Kiln Dust

- b. Chemical Name & Synonyms

N/A

2.3 CHEMICAL AND PHYSICAL ANALYSIS OF PRODUCT

The chemical and physical analysis for the bulk lime kiln dust as delivered shall meet the following minimum value:

<u>PARAMETER</u>	<u>MINIMUM ACCEPTABLE VALUE</u>
Avail. Calcium Oxide (CaO)	30.0% Minimum

PHYSICAL - The lime kiln dust shall be free of debris such as wire, metal pieces, bolts, rocks, and any other objectionable material that would interfere with the City's beneficial reuse program for the biosolids or that would interfere with the City's lime storage, dosing, or other equipment.

3.0 EXECUTION

3.1 SHIPMENTS AND DELIVERY OF PRODUCT

3.1.1 *Shipment of Product*

Shipments of bulk lime kiln dust to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 20 to 25 ton tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

Each delivery shall be accompanied by a certificate of analysis of the product supplied.

If requested by the City separately, the Contractor shall submit a certification stating that his product meets the requirements of these specifications and shall provide the latest production control and statistical process data to support his certification.

3.1.2 *Delivery of Product*

Delivery shall be made on an "as needed" basis within twenty-four (24) hours of notice. Deliveries shall be accepted only between 7:00 a.m. and 5:00 p.m., Monday through Friday except during emergencies.

In the event of Contractor production shutdowns, it will be the responsibility of the Contractor to find another supplier of the same product required. The Contractor will be responsible for the difference in pricing if higher than the contract price. The Contractor must make the City aware of the production shutdown in an adequate time period before the shutdown occurs so the City can be assured that its demand needs will be met and to verify that the product that will be used is the same as required in these specifications.

The Contractor, the Contractor's truck drivers, and their related support personnel shall adhere to plant safety regulations while on the plant site. Those not wanting to follow the regulations shall not be allowed back on the plant site.

3.1.3 *Unloading of Product*

No unloading of material shall begin until the City operator has inspected the product sample provided under Paragraph 3.2.1 below.

In the event of any material spilled from the truck during unloading or while it is on site, will be the Contractor's truck driver or his support personnel's responsibility to clean up.

No "blow-down" of tank trucks shall be allowed on site.

Any problems with any of the City's equipment, piping, or tanks involved in the unloading process shall be brought to the City's attention immediately.

Any claims for damage or demurrage by the Contractor's trucking company will be directed to the Contractor not the City since the City has no contractual obligation with the trucking company. It will be the responsibility of the Contractor to make such claims to the City.

The Contractor's trucking company shall not dismantle or adjust any of the plant's equipment, piping or tanks without permission of plant personnel.

Any product supplied and unloaded into the City's storage and/or dosing facilities which is determined to NOT be in compliance with these specifications shall be removed from the

Any trailer load of bulk lime kiln dust not meeting the concentration or other requirements listed in Paragraph 2.2 shall be rejected and removed at the Contractor's expense. **The Contractor shall still be responsible for providing the product on twenty-four (24) hour notice.**

In the event that a load is rejected for not meeting these specifications, Contractor shall supply a replacement load the same working day so as not to cause a disruption of production.

If a load is rejected due to debris and/or rocks found in the product, the Contractor shall be responsible for any damage to the City's equipment that might be incurred because of the debris. This includes, but is not limited to, equipment repair and/or replacement costs and labor costs that is associated with the fixing the damaged equipment.

If it is necessary to reject three (3) or more trailer loads, it shall be grounds for the termination of this contract.

3.3.3 PAYMENT TERMS

The City will make payment to the Vendor according to the City's normal policies and procedures.

Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

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.

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.

Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/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.

Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

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.

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 the order.

Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga

Specifications
Supply and Delivery
Bulk Lime Kiln Dust
Page 8
5/19/20

Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

and copy sent to:

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov

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. During the term of this contract 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)

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 more information, please contact the State of Tennessee, Central Procurement Office
[https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-
/public-information-library.html](https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html)**

No Contact/No Advocacy Statement

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation
response to Solicitation # _____;

(2) _____ (agent name) swears or affirms that the Submitter
has taken notice, and will abide by the following No Contact and No Advocacy clauses:

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

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

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

Submitter Signature:

Printed Name:

Title: _____