

BID SOLICITATION



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

BID OPENING DATE AND TIME:

05-OCT-16 at 2:00 PM

BID NUMBER: 304434

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
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M A I L T O	City of Chattanooga 101 East 11th Street, Suite G13 Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 142220 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 ***** DESCRIPTION: This shall be a twelve (12) month blanket contract for Vapor Phase Odor Neutralizing Products and Service for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. ***** ATTACHMENTS: - Specifications - Insurance Requirements - Affirmative Action Plan - Iran Divestment Act - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON OCTOBER 5, 2016 ***** ***** PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304434) ON OUTSIDE PACKAGING * ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION, FREIGHT ALLOWED. ***** NOTE: All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. ***** PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contractor has changed prices to all of its customers, then, at the time of contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. ***** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ Phone/Toll-Free No. _____ Fax No. _____ E-Mail Address _____					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business ___ Small Business ___ Veteran ___					
Minority Woman Owned Business ___ Disabled Veteran ___					
Women-Owned Business ___					

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

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.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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City of Chattanooga
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Monthly Odor Control Supply Program per specifications	12	Each	_____	_____

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COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**SPECIFICATIONS
TO SUPPLY
VAPOR PHASE ODOR NEUTRALIZING PRODUCTS AND RELATED SERVICES
FOR THE WASTE RESOURCES DIVISION
CITY OF CHATTANOOGA, TENNESSEE**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, transportation, and any other related expenses necessary to provide vapor phase odor neutralizing products and related services for the WASTE RESOURCES DIVISION including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405; pump stations throughout the Interceptor Sewer System and the City Landfill, 9327 Birchwood Pike, Harrison, TN 37341.

It is the responsibility of each bidder to visit both the Moccasin Bend Wastewater Treatment Plant and other locations within the WASTE RESOURCES DIVISION to determine the types, sizes, and quantities of vapor phase odor neutralizing products and related services and determine any peculiar circumstances which may be associated with the vapor phase odor neutralizing products and related services

Any questions or comments related to the products and services described in these Specifications may be directed to the Plant Superintendent at Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 (423) 757-5026.

1.2 BASIS OF BIDDING

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the cost per month for product application equipment rental and unit cost per gallon of the vapor phase odor neutralizer product. Shipping and handling costs shall be billed at the Vendor's cost without any mark up.

The vapor phase odor neutralizer product costs and rental costs shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

The bid shall be awarded on the basis of the monthly cost to provide vapor phase odor neutralizing products and related services (i.e. price per gallon + rental fee) for the Waste Resources Division as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

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.

1.3 References

The Vendor shall submit a list of three (3) customers for whom the Vendor has provided vapor phase odor neutralizing products and related services during the past three (3) years.

The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of products and services provided.

1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor 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 equipment or services specified herein.

1.5 LENGTH OF CONTRACT

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide a firm product and rental rate for the first year of the Contract.

The City shall have the option of extending the Contract for two (2) additional one (1) year periods at the Vendor's product and rental rate.

1.6 INSURANCE

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits listed: See attached

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

1.7 WARRANTY

The Vendor shall warrant and guarantee the products and services provided for a period of one (1) year following delivery of the products and services to the City. The products and services shall be guaranteed and warranted against defective workmanship and materials.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL

2.1.1 Sole Vendor

The Vendor shall not subcontract the products and services or assign the contract to others without the written consent of the City of Chattanooga.

2.1.2 Compliance with Applicable Regulations

All of the products and services provided by the Vendor shall be completed in a good and workmanlike manner. All of the products and services provided shall be in compliance with all applicable statues, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OHSA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

2.1.3 Inspection

The products and services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the products and services shall be the responsibility of the Vendor.

2.1.4 Failure to Provide Services and Termination of Contract

In the event the Vendor:

- a. Fails to initiate delivery of the products and services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Vendor 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 products and services provided by another Vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor.

2.2 DESCRIPTION OF PRODUCTS AND SERVICES

2.2.1 General

- A. The Vendor shall provide all labor, benefits, equipment, transportation, and any other related expenses necessary provide the products and services described herein for the WASTE RESOURCES DIVISION.
- B. The Vendor shall provide the products and services on an "as needed" basis as requested by the City.
- C. The Vendor shall have successfully demonstrated the use of its vapor phase odor neutralizer product for the City or shall provide a 60 day demonstration of its products and services at a site selected by the City and at no cost to the City. The City shall be the final decision maker of the value and effectiveness of the products and its application equipment.
- D. The Vendor shall provide technical support and services via phone, fax, e-mail, or on-site as required by the City. Costs of these services shall be included in the cost of the Vendor's products and equipment.
- E. The Vendor shall be responsible for determining application rates and sizing the application equipment at each of the City sites.

2.2.2 Vendor Products

- A. The Vendor shall provide a product that is true "vapor phase" odor neutralizer product for application without water.
- B. The vapor phase odor neutralizer shall be formulated to neutralize and modify odors in industrial and municipal facilities.
- C. The vapor phase odor neutralizer product shall have demonstrated through extensive field testing it is effective in reducing odor concentration, odor intensity, and odor persistence.
- D. The vapor phase odor neutralizer product shall be a true odor neutralizer and not a masking agent.
- E. The vapor phase odor neutralizer product shall have been designed to be effective in the vapor phase for use without water.
- F. The vapor phase odor neutralizer product shall be a concentrated blend of pure biodegradable organic essential oils and trace elements. Each essential oil shall be selected for its odor neutralizing effect on a particular odor group.

- G. The vapor phase odor neutralizer product shall contain no water, surfactants, petroleum distillates, alkalis, or chlorinated solvents and is non-toxic and non-hazardous.
- H. The vapor phase odor neutralizer product shall contain no hazardous air pollutants as promulgated under Clean Air Act 40 CFR part 63, sub part C.
- I. The vapor phase odor neutralizer product shall be accepted by the USDA for use in edible product processing areas, non-processing areas, and/or exterior areas of official establishments operating under the Federal meat, poultry, shell egg grading, and egg products inspection programs.
- k. The vapor phase odor neutralizer product shall be applied via direct vaporization with no water involvement.
- L. The Vendor shall provide a copy of the Material Safety Data Sheet for all products that it will be furnishing as a part of this contract.

2.2.3 Vendor Application Equipment

- A. The Vendor shall provide all of the required application equipment to apply the vapor phase odor neutralizer product.
- B. The Vendor's application equipment shall apply the vapor phase odor neutralizer product via direct vaporization without the use of water.
- C. The direct vaporization process shall use the heat of the regenerative blower to evaporate the product to create an odor neutralizing vapor. The odor neutralizing vapor shall be infused into the supply air in a specially designed direct vaporization chamber. The waterless odor neutralizing vapor shall be distributed over the odor producing area with fogging nozzles. The vapor shall not have visible a plume or mist.
- D. The direct vaporization process shall be functional in conditions of extreme cold where freezing can be a problem and/or in all interior locations where a water based aerosol would create humidity, wet floors, or overspray problems.
- E. The Vendor's application equipment shall have, as a minimum, an electrical control panel, regenerative blower, evaporator, and distribution hose and shall be rated for continuous duty. The application equipment components shall have the following characteristics:
 - 1. The electrical panel shall be an on/off 115 volt with a GFCI receptacle outlet.
 - 2. The evaporator shall be a cylinder style of aluminum construction. Its operating range shall be 100-145°F and 0.4-0.5 PSI.
 - 3. The valves and distribution hose shall be schedule 80 black polypropylene.
 - 4. The enclosure shall be an aluminum diamond plate cabinet with hinged doors.

5. The blower shall have 0.75HP permanently sealed ball bearing motor on blower, 115/1/60, 10 max amps.

2.2.3 City Supplied Services

The City will provide the following services;

1. Provide the Vendor with access to City sites.
2. Install and operate the application equipment in accordance with the Vendor's operations and maintenance manuals.
3. Provide all utilities at application sites.

3.0 EXECUTION

3.1 Contract Starting Date

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

3.2 Payment of Services

- A. The City will make payment to the Vendor according to the City's normal policies and procedures.
- B. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- C. 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.
- D. 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.
- E. 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") or Service Ticket upon request. The POD/Service Ticket must contain an itemized list of goods and/or services. The POD/Service Ticket 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/Service Ticket with Invoice is encouraged.

- F. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- G. 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.
- H. 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.
- I. 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 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 that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

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