

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 12-JUL-17 at 2:00 PM

BID NUMBER: 304768

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.

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 154820 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
DESCRIPTION: This shall be a twelve (12) month blanket contract for the Supply and Delivery of Water Based Organic Defoamer 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 - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: (http://www.chattanooga.gov/purchasing/standard-terms-and-conditions) *****					
*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON JULY 12, 2017 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304768) 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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 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Water Based Organic Defoamer per specs	1	Gallon	_____	_____

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

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TELEPHONE NUMBER: _____

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**SPECIFICATIONS FOR
SUPPLY AND DELIVERY
OF
WATER BASED ORGANIC DEFOAMER FOR CONTACT TANKS
City of Chattanooga, Tennessee
Waste Resources Division (WRD)
(06-17)**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The scope of services covered by these specifications include the supply, delivery, and related technical services associated with the provision of water based organic defoamer for the contact tanks in the City of Chattanooga WRD. The defoamer shall be delivered to the warehouse at 455 Moccasin Bend Rd. This proposal is for supply and delivery of water based organic defoamer.

1.2 BID PROPOSAL

The BID PROPOSAL FORM attached to these specifications shall be completed by Vendor and submitted. The following information will be submitted:

Supply and Delivery of Defoamer

- a. Unit price per gallon for loads delivered to Warehouse at 455 Moccasin Bend Road.
- b. The City may, at its discretion, request a list of three (3) customers for whom the bidder and/or manufacturer has provided similar defoamer during the past three (3) years.

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

1.3 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Bidder 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 products and services specified herein.

Additional Bid Proposal Information to be supplied:

- a. Any price differential or surcharge where smaller quantities or partial bulk deliveries are requested by the City. A delivery shall NOT be considered a partial load unless the City requests less than 1,840 gallons to be delivered.
- b. Name and phone numbers of person to contact for ordering shipments.

- c. Estimated time between placing of order and actual delivery.
- d. Estimated time required to receive emergency shipment and location of emergency supply; names and phone numbers of persons to contact for emergency shipment or on holidays, weekends, and after hours.
- e. Copies of product data sheet and material safety data sheet.
- f. Names and location of material producer.
- g. A 5 gallon sample of product for testing in the system.

1.4 LENGTH OF CONTRACT

The length of this contract shall be for a period of twelve (12) months after the receipt of a Purchase Order form the City of Chattanooga. The contract will have an option to renew for an additional 2 - twelve (12) months at the same or lower prices.

2.1 PRODUCTS

2.2 PRODUCT DESCRIPTION

The product specified herein is described as follows:

Product Name – Water Based Organic Defoamer

2.3 PHYSICAL AND CHEMICAL PROPERTIES

The chemical analysis for the water based organic defoamer as delivered shall meet the following parameters and properties:

PARAMETER	PROPERTY
Form	Liquid
Color	White
Odor	Slight
Boiling Point	> 212F @ 760 mm Hg
Vapor Pressure	< 17.5 mm Hg @ 68F
Solubility in Water	Dispersible
Specific Gravity	0.95 @ 25C (77F) (water=1)
pH Range	8.5 to 9.5 @ 100% wt/wt%
% Volatiles	82% +/- 1%
Active Solids	17% +/- 1%
Viscosity	250-550 CPS@25C
Density	7.9 lbs/ gal +/- 1 lbs/gal
Shelf Life	> 6 months

3.0 DELIVERY OF PRODUCT

- a. Delivery shall be made on an "as needed" basis
- b. Deliveries shall be accepted only between 7:00 a.m. and 3:30 p.m., Monday through Friday, except during emergencies.

4.0 PAYMENT

4.1 The basis for payment shall be the volume, in gallons, of water based organic defoamer delivered, plus any added charges and services as accepted by Vendor's bid and shown on BID PROPOSAL FORM.

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

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

4.4 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.

4.5 Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

4.6 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.

4.7 Vendor is also responsible for sending a Certificate of Analysis with every load of chemicals, stating the physical properties, as described in Section 2.3.

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

4.9 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.

4.10 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.

4.11 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

BID PROPOSAL FORM
SUPPLY AND DELIVERY OF
WATER BASED ORGANIC DEFOAMER
City of Chattanooga, Tennessee
WRD
(06/17)

SUPPLY AND DELIVERY OF WATER BASED ORGANIC DEFOAMER

Unit price per gallon of Water based organic defoamer, shipped to the Warehouse at 455 Moccasin Bend Road:

Price per Gallon: _____

Price Differential or Surcharge for partial deliveries, as described in section 1.3: _____

Estimated Lead Time: _____

Estimated Emergency Lead Time: _____

Price Differential or Surcharge for Emergency Delivery: _____

Name and Location of material producer: _____

Three references as described in section 1.2.
(Attach reference list to BID PROPOSAL FORM on separate sheet).

SUBMITTED BY: _____

TITLE: _____

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 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

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)