

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 06-OCT-16 at 2:00 PM  
**BID NUMBER: 304436**

**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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Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No.: 142675  
 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 Liquid Sodium Bisulfite 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  
 - Affirmative Action Plan  
 - Insurance Requirements  
 - 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 6, 2016 \*\*\*\*\*  
 \*\*\*\*\*

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304436) 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**

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: \_\_\_\_\_

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City of Chattanooga  
 101 East 11th Street, Suite G13  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Liquid Sodium Bisulfite per specifications	800	Ton	_____	_____

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TELEPHONE NUMBER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

**SPECIFICATIONS FOR SUPPLY AND DELIVERY OF  
LIQUID SODIUM BISULFITE  
MOCCASIN BEND WASTEWATER TREATMENT PLANT  
CHATTANOOGA, TENNESSEE  
September 2016**

**1.0 GENERAL**

**1.1 SCOPE**

The scope of services covered by these specifications shall be a contract for the supply and delivery of 650 dry tons, more or less, of liquid sodium bisulfite as specified herein.

This Contract shall be for a period of twelve (12) months after the receipt of a Purchase Order from the City of Chattanooga, Tennessee. This Contract will have an option to renew for two (2) additional twelve (12) month periods at the same or lower price to be reissued at each year term if both parties are in agreement.

**1.2 APPLICATION**

Liquid sodium bisulfite will be used for dechlorination of chlorinated municipal wastewater.

**1.3 SUBMITTALS**

The following information shall be submitted with all bids:

1. Unit price per dry ton delivered and unloaded at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.
2. Method of shipment and price differential, if any.
3. Length of time contract price will remain firm.
4. Any exceptions, alternates, escalators, de-escalators, price caps, or other conditions which would affect contract.
5. Name and phone numbers of person to contact for ordering shipment.
6. Estimated time between placing of order and actual delivery.
7. 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.
8. Copies of product data sheet and material safety data sheet.
9. Names and location of material producer.
10. Point of shipment.
11. Evidence of quantity support from the producer.

2.0 **PRODUCTS**

2.1 **GENERAL DESCRIPTION**

The product specified herein is described as follows:

a. Product Name

*Sodium Bisulfate Aqueous Solution*

b. Chemical Name & Synonyms

*Sodium Bisulfite Aqueous Solution  
(NaHSO<sub>3</sub> in aqueous solution)*

c. CAS Registry Number

*7631-90-5*

d. DOT Proper Shipping Name

*Bisulfites, Aqueous Solutions (Sodium Bisulfite)*

e. DOT Hazard Class and ID Number

*Corrosive Material, UN2693*

f. Clean Water Act Reportable Number

*5000 lbs on dry weight basis*

2.2 **CHEMICAL ANALYSIS**

The Chemical analysis for the liquid sodium bisulfite as delivered shall meet the following minimum and maximum concentration by weight:

<u>PARAMETER</u>	<u>CONCENTRATION</u>
a. NaHSO <sub>3</sub> , % by weight	38.0 to 44.0
b. SO <sub>3</sub> , % by weight	23.4 to 27.0
c. Sodium Thiosulfate (ppm)	100 ±
d. Iron as Fe (ppm)	<5
e. Sulfate as Na <sub>2</sub> SO <sub>4</sub> , % by weight	1

\*Concentration may be adjusted seasonally to avoid crystallization during transit.

### 2.3 PHYSICAL PROPERTIES

The liquid sodium bisulfite shall have the following physical properties:

	<u>PARAMETER</u>	<u>PROPERTY</u>
a.	Appearance and Odor	clear yellow liquid, pungent odor
b.	Specific Gravity	1.30 to 1.36
c.	pH	3.5 to 5.0
d.	Solubility in Water	Dilutable
e.	Vapor Pressure	32 mm Hg (Est.)
f.	Boiling Point	103°C/217°F (Est.)
g.	Density	10.8 to 11.3 lbs/gal

### 3.0 EXECUTION

#### 3.1 SHIPMENT AND DELIVERY OF PRODUCT

##### 3.1.1 Shipment of Product

Shipments of liquid sodium bisulfite to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 4500 gallon rubber lined tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

All shipments to the plant shall be accompanied by a Certificate of Analysis. Information included on this certificate shall include the parameters listed in Paragraph 2.2 along with the specific gravity of the material. A certified weight ticket shall also be provided.

##### 3.1.2 Delivery of Product

Delivery shall be made on an "as needed" basis within forty-eight (48) hours of notice.

All deliveries shall weigh in and weigh out on the plant scales.

The Contractor, the Contractor's truck drivers, and their related support personnel shall adhere to plant safety regulations while on the plant site.

The contractor shall supply a Spill Response Plan and Safety Plan prior to first delivery.

3.1.3 Unloading of Product

Any material spilled from the truck during unloading or while it is on site shall be cleaned up by the Contractor's truck driver or his support personnel.

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.

3.2 **SAMPLING AND TESTING OF PRODUCT**

3.2.1 Sampling

The City, at its own discretion, may initiate sampling of each load or random sampling. Each sample shall consist of a one (1) liter (minimum) grab sample per tank truck. This sample shall be collected from each tank truck prior to unloading. Split samples shall be furnished to the Contractor upon request. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number.

Samples shall be retained for 30 days by the plant laboratory before discarding.

3.2.2 Testing

The plant laboratory shall perform the following tests on all samples collected:

- 3.3.1 a.  $\text{NaHSO}_3$  % concentration by weight
- b.  $\text{SO}_2$  Available % concentration by weight

The following test procedures will be utilized in performing the above tests:

- a.  $\text{NaHSO}_3$  Normally accepted Industrial Standards
- b.  $\text{SO}_3$  Available Normally accepted Industrial Standards

Results of above tests will be provided to Contractor upon requests.

The Contractor will be notified immediately of any samples not meeting the maximum and minimum concentrations of the above parameters listed in Paragraph 2.2.

### **3.3 PAYMENT AND PENALTIES**

#### **3.3.1 Payment**

The basis for payment shall be the dry weight of sodium bisulfite delivered and unloaded at the plant site.

Net weight shall be based on product analysis and scale weights.

#### **3.3.2 Penalties**

Any tank truck load of sodium bisulfite not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected. The Contractor shall still be responsible for providing the product on seventy-two (72) hour notice.

If it is necessary to reject more than four (4) tank truck loads, it shall be grounds for the termination of this contract.

#### **3.3.3 Other**

The City of Chattanooga reserves the right to cancel the remainder of the contract should the Contractor fail to meet specifications and/or delivery requirements.

### **3.4 PAYMENT OF SERVICES**

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

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

3.4.3 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.

3.4.4 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.

3.4.5 Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and including a copy of POD with Invoice is encouraged.

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

3.4.7 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.

3.4.8 Invoices to the City shall reference the City Department, Release Number, and the first and last name of the City employee placing the order.

3.4.9 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](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)