BID SOLICITATION

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

BID OPENING DATE AND TIME:
13-APR-17 at 2:00 PM
BID NUMBER: 304649

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.

VENDOR
RFQ

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

Item	Class-Item	Quantity	Unit	Unit Price	Total

Requisition No.: 151141
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 Lime Kiln Dust 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
- Insurance Requirements
- 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 APRIL 13, 2017 *****
****

PLEASE SUBMIT BIDS IN DUPLICATE INDICATING
BID NUMBER (304649) 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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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

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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MAIL TO
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	1	Ton	_____	_____

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.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

SPECIFICATIONS
FOR
SUPPLY AND DELIVERY
OF
BULK LIME KILN DUST
MOCCASIN BEND WASTEWATER TREATMENT PLANT
CHATTANOOGA, TENNESSEE
2017

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 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 Contractor shall provide a firm pricing for the first year of the Contract.

The City shall have the option of extending the Contract for an additional two (2) one (1) year periods.

1.7 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 statues, 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:

PARAMETER	MINIMUM ACCEPTABLE VALUE
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 City's facilities, disposed of, and replaced at the expense of Contractor.

3.2 SAMPLING AND TESTING OF PRODUCT

3.2.1 Sampling

Samples shall be collected at the production site during loading of tank truck and shall accompany the load to MBWWTP site. Each sample shall consist of one 1-pound (minimum) grab sample per tank truck. This sample shall be provided to the City operator upon arrival for inspection 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.

The plant laboratory shall retain samples for 30 days before discarding.

3.2.2 Testing

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

a. Available CaO % concentration

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

a. Available CaO ASTM C25

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

The Contractor will be notified immediately of any samples not meeting the chemical and physical analyses of the 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 bulk lime kiln dust delivered and unloaded at the plant site.

Net weight shall be based on the weight of product ***as weighed by the MBWWTP plant scales***.

Drivers shall obtain a copy of the weight ticket from the plant scale operator. Scale calibration reports will be provided to Contractor on request.

Contractor shall invoice in accordance with MBWWTP scale weights.

Payment shall be in accordance with the City's normal payment procedures.

3.3.2 Penalties

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
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

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

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, expect 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.

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)