

# BID SOLICITATION



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

**BID OPENING DATE AND TIME:**  
 30-SEP-20 at 2:00 PM

**BID NUMBER:** 305986

**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** RFQ  
**N**  
**D**  
**O**  
**R**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 202974 Ordering Dept.: Waste Resources Division, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov					
Items Being Purchased: Liquid Ferric Chloride					
Deadline for Questions: September 23, 2020					
Are you a City of Chattanooga Employee Yes _____ No _____					
<b>ATTACHMENTS:</b> Specifications (7 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact/No Advocacy Notice Statement (1 pg) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Liquid Ferric Chloride. 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.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON SEPTEMBER 30, 2020 ***					
<b>NOTE:</b> 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 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					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
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: \_\_\_\_\_

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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	Supply and Delivery of Liquid Ferric Chloride per specifications	600	Ton	_____	_____

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

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

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

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

**SPECIFICATIONS FOR  
SUPPLY AND DELIVERY  
OF  
LIQUID FERRIC CHLORIDE  
City of Chattanooga, Tennessee  
Moccasin Bend Wastewater Treatment Plant  
September 2020**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The scope of services covered by these specifications includes the supply and delivery of liquid ferric chloride as specified herein for a period of twelve months with an option for two (2) additional 12 month periods. This product will be used for pre-conditioning of sludge prior to de-watering in the City's filter press system. Exact quantities of the liquid ferric chloride are variable at this time due to the rotation of the dewatering processes.

**1.2 BID PROPOSAL**

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. Name and phone numbers of person to contact for ordering shipments.
4. Estimated time between placing of order and actual delivery.
5. 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.
6. Copies of product data sheet and safety data sheet.
7. Names and location of material producer.
8. Point of shipment.
9. Evidence of quantity support from the producer.

## **2.0 PRODUCTS**

### **2.1 PRODUCT DESCRIPTION**

The product specified herein is described as follows:

- a. Product Name – Liquid Ferric Chloride (Drinking Water Grade)
- b. Chemical Name & Synonyms – Iron Chloride Solution
- c. CAS Registry Number – 7705-08-0
- d. DOT Proper Shipping Name – Ferric Chloride Solution
- e. DOT Hazard Class and ID Number – Corrosive Material, UN2582
- f. Clean Water Act Reportable Number – RQ-1000 lbs (454 kg)

### **2.2 CHEMICAL ANALYSIS**

The chemical analysis for the liquid ferric chloride as delivered shall meet the following minimum and maximum concentrations by weight:

PARAMETER	CONCENTRATION
a. Ferric Chloride (FeCl <sub>3</sub> )	33% to 43%*
b. Ferrous Chloride (FeCl <sub>2</sub> )	0.75% maximum
c. Free Acid as HCl	1.0% maximum
d. Insoluble Matter	0.5% maximum

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

### **2.3 PHYSICAL PROPERTIES**

The liquid ferric chloride shall have the following physical properties:

PARAMETER	PROPERTY
a. Appearance and Odor	Dark brown colored liquid, slight odor of iron/acid
b. Specific Gravity	1.31-1.49
c. Viscosity @ 44 degrees F	12.1 centipoise for 40% solution
d. Solubility in Water	Complete
e. Vapor Pressure	Negligible

### **3.0 EXECUTION**

#### **3.1 SHIPMENT OF PRODUCT**

Shipments of liquid ferric chloride to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 3500 gallon rubber lined tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

Defective tank trucks from which liquid ferric chloride cannot be unloaded because of defective valves, pumps, viscosity, or other reasons shall be rejected and returned at the Vendor's expense.

A Certificate of Analysis shall accompany all shipments. Information included on this certificate shall include the parameters listed in Paragraphs 2.2 and 2.3 of these specifications. A certified weight ticket shall also be provided.

#### **3.2 DELIVERY OF PRODUCT**

**Prior to the first delivery, the contractor shall supply Moccasin Bend Wastewater Treatment Plant's Occupational Safety Specialist a written safety and spill response plan.**

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.

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 will not be allowed back on the plant site.

### **3.3 UNLOADING OF PRODUCT**

Vendor shall provide all hoses and hose connections necessary to connect to the City's storage tank loading station for filling the tanks with product.

Unloading of product shall not be initiated until a City representative is present and any required sample collection is accomplished.

Vendor shall provide "catch" bucket at the point of hose connection from the truck to the City's loading station to contain any drips or spills.

Any material spilled from the truck during unloading shall be cleaned up by the Vendor's truck driver or 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 Vendor's trucking company will be directed to the Vendor, not the City, since the City has no contractual obligation with the trucking company. It will be the responsibility of the Vendor to make such claims to the City.

The Vendor's trucking company shall not dismantle or adjust any of the City's equipment, piping, or tanks without permission of the City representative.

### **3.4 PROVISION OF TANKER DURING STORAGE TANK DOWN TIME**

Once per year Vendor shall be prepared to set up one tank truck on site to supply liquid ferric chloride when the City's storage tank is out of service (for cleaning). Vendor shall supply hoses and hose connections to the City's line in storage tank area. No separate payment will be made for this service.

### **3.5 SAMPLING AND TESTING**

#### **3.5.1 – Sampling of Tank Trucks**

Samples shall be taken on the plant site. Each sample shall consist of a one (1) liter (minimum) grab sampler per tank truck. This sample shall be collected by the

SPECIFICATIONS FOR  
SUPPLY AND DELIVERY OF  
LIQUID FERRIC CHLORIDE  
City of Chattanooga, Tennessee  
Page 5 of 7

driver from each tank truck prior to unloading. Split samples shall be furnished to the Vendor upon request. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number. Cleanup of any spillage during sample collection shall be the responsibility of the driver of the truck.

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

**3.5.2 – Testing**

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

- a. Ferric Chloride                      % concentration
- b. Acidity as HCl                      % concentration

The plant laboratory may perform the following tests on all samples collected as required:

- a. Ferrous Chloride                    % concentration
- b. Insoluble Matter                    % concentration

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

- a. Ferric Chloride                      Eastman Kodak Method
- b. Ferrous Chloride                    AWWA B407-88
- c. Acidity as HCl                      AWWA B407-88
- d. Insoluble Matter                    AWWA B407-88

Results of above tests will be provided to Vendor upon request.

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



#### **4.0 PAYMENT AND PENALTIES**

##### **4.1 PAYMENT**

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

Net weight shall be based on the weight of product as tested by the plant laboratory and scale weight.

- 4.1.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.1.2. Invoice descriptions on transaction lines must match the wording of the Purchase Order and reference the corresponding transaction line. The Vendor shall not invoice the City for any item that is not specifically listed on the subsequent Purchase Order.
- 4.1.3. Invoices to the City shall reference the Moccasin Bend work order number and the first and last name of the City employee placing the order.
- 4.1.5. Invoices must list a valid e-mail address for billing questions and inquiries.
- 4.1.4. Invoices must be sent to the City on the Invoice Date.
- 4.1.5. 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 a copy sent to:

Moccasin Bend Wastewater Treatment Plant  
Attn: Inventory Coordinator  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
mbacctspayable@chattanooga.gov

#### **4.2 PENALTIES**

Any rail car load of liquid ferric chloride not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected. The Vendor shall still be responsible for providing the product on twenty-four (24) hour notice.

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

Any tank truck of product failing to meet the specifications will result in further deliveries being curtailed from that rail car.

#### **4.3 OTHER**

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

## 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>

**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: \_\_\_\_\_