

# BID SOLICITATION



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

## BID OPENING DATE AND TIME:

13-DEC-16 at 2:00 PM

**BID NUMBER: 304488**

## 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.

## BUYER:

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

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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.: 145940 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
<b>DESCRIPTION:</b> This shall be a twelve (12) month blanket contract for the Supply and Delivery of Liquid Sodium Hypochlorite 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. *****					
<b>ATTACHMENTS:</b> - Specifications - Iran Divestment Act - Affirmative Action Plan - Standard Terms and Conditions: ( <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> ) *****					
*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON DECEMBER 13, 2016 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304488) 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. *****					
<b>PRICE ESCALATION CLAUSE:</b> 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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City of Chattanooga  
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.

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

TERMS OF PAYMENT: \_\_\_\_\_

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

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

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

BID OPENING DATE AND TIME:

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**BUYER:**

**PHONE #:** (423) 643-7230

**DELIVERY REQUIRED:**

**V**ENDOR RFQ

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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	Liquid Sodium Hypochlorite per Specifications		Gallon	_____	_____

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**

## **LIQUID SODIUM HYPOCHLORITE**

**City of Chattanooga, Tennessee**

**Moccasin Bend Wastewater Treatment Plant**

### **1.0 GENERAL**

#### **1.1 SCOPE OF SERVICES**

The scope of services covered by these specifications includes the supply and delivery of Bulk Liquid Sodium Hypochlorite meeting the "Standard for Hypochlorite B-300" latest edition, by American Water Works Association (AWWA) and American National Standards Institute (ANSI), and shall be suitable for use in wastewater treatment. Deliveries shall be made to the Chemical Storage Facility at the Plant. Vendor is completely responsible for unloading the product to the storage facilities. The City will not provide staff, labor, air, electricity, hose or other hook-ups. It is estimated that the quantity could range from 300,000 to 600,000 gallons per month. This estimate is approximate only and it is understood that the Vendor shall supply whatever quantity is requested by the City at the quoted price, whether more or less than the amount estimated. Vendor shall be prepared to provide sufficient trucks, drivers, and product on the schedule required by the City in order to maintain the proper treatment levels at the wastewater treatment plant. Delays in deliveries could result in loss of treatment process to the City and may result in termination of this contract.

#### **1.2 BID PROPOSAL**

The following information shall be submitted with all bids:

1. Unit price per gallon (gal) delivered to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.
2. Name, email and phone numbers of person to contact for ordering shipments.
3. 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.
4. Copies of product data sheet and material safety data sheet.
5. Names and location of material producer.
6. Point of shipment.
7. Evidence of quantity support from the producer.

8. Evidence of ability to provide sufficient trucks and drivers in accordance with these specifications, so as to keep the City continuously supplied in liquid sodium hypochlorite as required. Back-up plans for continued shipments shall be submitted with bid.

### **1.3 LENGTH OF CONTRACT**

The length of this contract shall be for a period of one year (12) months after the receipt of a Purchase Order from the City of Chattanooga. The contract will have an option to renew for two (2) additional twelve (12) month periods.

## **2.0 PRODUCT**

### **2.1 PRODUCT DESCRIPTION**

The product specified herein is described as follows:

Liquid sodium hypochlorite to be supplied shall meet or exceed the specification below, shall meet the requirements of "Standard for Hypochlorite B-300" latest edition, by American Water Works Association (AWWA) and American National Standards Institute (ANSI), and shall be suitable for use in wastewater treatment. Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. A certificate of analysis shall be delivered to the Wastewater Treatment Plant Manager (or his delegate) at the job site upon delivery and before off-loading of the material.

Specifications:

Specific Gravity at 20°C	1.175 minimum, 1.26 maximum
Concentration	12.5 % NaOCl by weight minimum
Available Chlorine	1.20 pounds available Cl <sub>2</sub> /gallon solution minimum
Total Free Alkali (as NaOH)	< 1.5% by weight
Insoluble Matter	< 0.15% by weight
pH range at delivery	11 to 13
Age of Product at Delivery	3 days (72 hours) maximum

Contaminant Concentration Limits:

Iron	<0.5 mg/L
Nickel	<0.05 mg/L
Copper	<0.05 mg/L
Chlorate	<1,500 mg/L
Cobalt	<0.1 mg/L

Sodium hypochlorite should be stored in a dark area where the temperature does not exceed 80° F (30° C) prior to delivery.

### **3.0 EXECUTION**

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

Shipments of Liquid Sodium Hypochlorite to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be in bulk loads delivered by tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

The delivery location at the Plant is within a fenced secured area. Delivery drivers are to follow the City's delivery policy, including the requirement for delivery drivers to sign-in and sign-out at the main entrance. The City reserves the right to have an employee present prior to connection and disconnection at the chemical delivery connection facilities.

Sodium hypochlorite manufacturing and delivery shall comply with US Department of Transportation (DOT) regulations, including CFR Title 49. All solution shall be shipped in suitably lined, thoroughly cleaned tank trucks with trailers that are dedicated to the delivery of sodium hypochlorite only. Containers of hypochlorite solutions are required to be properly marked and labeled as designated by DOT regulations. Because sodium hypochlorite is such a strong oxidizer, containment vessels should be marked accordingly. Hypochlorites shall be labeled in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). Each shipment shall meet any applicable local, state or federal requirements as defined by the US DOT. A Certificate of Analysis shall accompany all shipments, as well as a certified weight ticket.

DOT regulations require a cargo tank to be attended by a qualified person at all times during unloading. The person attending the unloading must be alert and be within 25 feet of the cargo tank. A qualified person is one that has been made aware of the hazards of sodium hypochlorite solutions and the procedures to be followed in an emergency, is authorized to move the cargo tank, and has the means to do so. Drivers shall conform to the requirements of U.S. Transportation Safety Agency, part of the Department of Homeland Security, for licensing and background checks.

Delivery drivers shall utilize all necessary safety equipment as required by DOT, OSHA or other regulations. The trucks shall be self-sufficient with regard to unloading the sodium hypochlorite into the City's storage tanks. Deliveries shall be made to the Chemical Storage Facility at the Plant. The facility includes covered truck unloading area with two unloading stations with 2-inch male cam-lok connection capable of unloading two trucks simultaneously. The City will not provide staff labor, air, electricity, hose or other hook-ups.

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

The Vendor shall furnish liquid sodium hypochlorite in the approximate quantity set forth herein, based upon orders from the MBWWTP Liquids Operations staff. Deliveries shall be made within thirty-six (36) hours after receipt of order.

Deliveries shall be made to the Moccasin Bend Wastewater Treatment Plant (455 Moccasin Bend Road, Chattanooga, TN 37405) between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday unless otherwise requested and coordinated with the Plant. The liquid sodium hypochlorite shall be unloaded and placed at a location as specified by the Plant Manager or Treatment Plant Operator.

All shipments of sodium hypochlorite will be rejected without the following:

1. Bill of Lading
2. Certified analysis indicating sodium hypochlorite
3. Weighmaster's certificate of weight
4. Applicable regulatory documents

### **3.3 UNLOADING OF PRODUCT**

Vendor shall provide all hoses and hose connections necessary to connect to the City's filling port and line for unloading into the storage tank(s). All personnel in the unloading area, including Vendor's truck driver and City personnel, must wear protective equipment such as chemical goggles with face shield, rubber gloves, and other requirements as defined by the Material Safety Data Sheet (MSDS).

The Vendor shall submit a written safety plan and spill response plan which must be reviewed and accepted the MBWWTP occupational safety specialist prior to the first delivery.

Vendor shall provide written instructions to the Plant regarding the recommended methods for cleaning up the chemicals in the event of spills. Such instructions shall include any recommended absorbents or chemicals to be used for neutralization, if applicable, and recommended tests to be performed, such as pH, to ascertain the effectiveness of the neutralization. These instructions will be used by wastewater treatment plant personnel in cleaning up small spills associated with leaks in pumps, valves and other appurtenances.

Vendor shall provide one (1) classroom session annually at the Plant site with a minimum of two hours of instruction for the Plant staff concerning manufacture, chemical properties, transport, safe handling and use of the chemicals being provided by Vendor. Vendor shall provide for all costs associated with this training.

Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the Vendor or their agents, the Vendor and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the Vendor's responsibility to affect immediate containment, clean-up, disposal, and restoration activities in accordance with the Plant's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to the City. If the spill is NOT cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the costs

incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the Vendor.

Unloading of product shall not be initiated until a City representative is present and approves the start of unloading. Vendor's personnel shall follow all required safety procedures pertaining to connection to and filling of the storage tanks. 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.

City will perform random sampling as necessary to verify that the product meets the requirements as specified.

#### **4.1 PAYMENT AND PENALTIES**

#### **4.2 PAYMENT**

The basis for payment shall be the volume in gallons (gal) delivered and unloaded at the plant site. The bid price shall include all costs of manufacturing and delivery of liquid sodium hypochlorite to the specified point of unloading, including placement in a specified location. All use taxes, sales tax, and other taxes (if applicable), fees and licenses shall also be included in the bid price.

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

**4.4.** Invoice descriptions on transaction lines must match the wording of the Purchase Order and reference the corresponding transaction line.

**4.5** The Vendor shall not invoice the City for any item that is not specifically listed on the subsequent Purchase Order.

**4.6.** Invoices to the City shall reference the Moccasin Bend work purchase order number and the first and last name of the City employee placing the order.

**4.7.** Invoices must list a valid e-mail address for billing questions and inquiries.

**4.8.** Invoices must be sent to the City on the Invoice Date; invoices are not to be back dated.



**4.9.** Accurate Invoices, with all appropriate backup documentation, including, but not limited to, Bill of Lading, 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 truck load of Liquid Sodium Hypochlorite not meeting the requirements of these specifications shall be rejected. The Vendor shall still be responsible for providing the product on thirty-six (36) hour notice.

Any delivery of the product not provided within the thirty-six (36) hour delivery period may incur penalties of \$1,000.00 per day.

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

#### **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.

### **5. ADDITIONAL PAYMENT TERMS**

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

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

- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 5.7. 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.
- 5.8. Invoices to the City shall reference the City Department, Purchase Order Number, and the first and last name of the City employee placing the order.
- 5.9. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

And a copy sent to ordering Department:

Moccasin Bend Wastewater Treatment Plant  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
[MBacctspayable@chattanooga.gov](mailto:MBacctspayable@chattanooga.gov)

## 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)

## **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.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)