

BID SOLICITATION



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

BID OPENING DATE AND TIME:

04-APR-17 at 2:00 PM

BID NUMBER: 304628

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.: 150644 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 Hydrochloric Acid 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 4, 2017 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304628) 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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VENDOR RFQ

BID OPENING DATE AND TIME:

04-APR-17 at 2:00 PM

BID NUMBER: 304628

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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

MAIL TO

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
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Inhibited Hydrochloric Acid per specifications	1	Gallon	_____	_____

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The City is Exempt from all Federal and State Tax.
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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

SPECIFICATIONS FOR
SUPPLY AND DELIVERY
OF
INHIBITED HYDROCHLORIC ACID
City of Chattanooga, Tennessee
Moccasin Bend Wastewater Treatment Plant
02/17

1.0 GENERAL

1.1 SCOPE OF SERVICES

The scope of services covered by these specifications include the supply and delivery of 6000-8000 gallons, more or less over a twelve (12) month period, of Inhibited Hydrochloric Acid as specified herein. This product will be further diluted with water and used for cleaning piping and filter plates in the City's filter press system.

1.2 BID PROPOSAL

The following information shall be submitted with all bids:

1. Unit price per gallon 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. Maximum loads that can be accepted by the City shall be no more than 1000 gallons. The City shall share any savings if such loads will be "shared" with nearby customers.
4. Name and phone numbers of person to contact for ordering shipments.
5. Estimated time between placing of order and actual delivery.
6. 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.
7. Copies of product data sheet and material safety data sheet.
8. Names and location of material producer.

10. Evidence of quantity support from the producer.

1.3 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) month periods.

2.0 PRODUCTS

2.1 PRODUCT DESCRIPTION

The product specified herein is described as follows:

- Product Name – Inhibited Hydrochloric Acid – Grade 20Be
- Chemical Name & Synonyms – Hydrogen Chloride Solution, Muriatic Acid
- CAS Registry Number – 7647-01-0
- DOT Proper Shipping Name – Hydrochloric Acid Solution
- DOT Hazard Class and ID Number – Hazard Class 8, UN1789

2.2 CHEMICAL ANALYSIS

The chemical analysis for the Inhibited Hydrochloric Acid as delivered shall meet the following:

- | | |
|-----------------------------------|--|
| a. Concentration of HCL | 31.45% minimum
35.5% maximum |
| b. Inhibitor – Rodine No. 213/214 | minimum 2.8 quarts/100 gallons
maximum 5.6 quarts/100 gallons |

2.3 PHYSICAL PROPERTIES

The Inhibited Hydrochloric Acid shall have the following physical properties:

PARAMETER	PROPERTY
a. Strength in Baume	20.6 Be
b. Specific Gravity	1.1655 @ 60 degrees F
c. Color (A.P.H.A.)	10
d. Extractable Organic Compounds	<1 PPM
e. Iron (Fe)	<1 PPM

3.0 EXECUTION

3.1 SHIPMENT OF PRODUCT

Shipments of Inhibited Hydrochloric Acid to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be in approved containers or totes. Delivery trucks and trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

The City's Hydrochloric Acid storage tank has a capacity of 1000 gallons and therefore the delivery excepted will be a maximum of 1000 gallons.

Bidders are invited to visit Moccasin Bend Wastewater Treatment Plant PRIOR to bidding to review the City's hydrochloric acid storage tank, tank filling connections, unloading area, and safety equipment. It will be the Bidder's responsibility to unload the chemical using the safest way possible.

Defective containers from which Inhibited Hydrochloric Acid 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

Delivery shall be made on an "as needed" basis within seventy-two (72) hours of notice. Deliveries shall be accepted only between 7:00 a.m. and 3:00 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 tank 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.

Plant air is available for unloading the tank trucks.

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 SAMPLING AND TESTING

3.4.1 – Sampling of Tank Trucks

Samples shall be taken on the plant site. Each sample shall consist of 250 ml (approximately 8 ounces) minimum grab sample per delivery container. This sample shall be collected from each delivery container 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.

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

3.4.2 – Testing

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

HCL	% concentration
-----	-----------------

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 volume in gallons of Inhibited Hydrochloric Acid delivered and unloaded at the plant site. Volume shall be determined based on weight of product delivered.

Net weight shall be based on the weight of product as tested by the plant laboratory and weighed by the plant scales. Scale calibration reports will be provided to Vendor on request.

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

4.2 PENALTIES

Any delivery container of Inhibited Hydrochloric Acid 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 seventy-two (72) hour notice.

If it is necessary to reject more than four (4) deliveries, 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.

4.4 PAYMENT TERMS

1. The City will make payment to the Vendor according to the City's normal policies and procedures.
2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.
3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
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.
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.
6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only. No Markup is allowed for taxes or freight charges. The taxes and freight charges will be a straight reimbursement, with no Markup.
7. Markup will be calculated as the following example:

If the part costs vendor \$100.00,
and the Markup on contract is 10%,
City will reimburse Vendor \$110.00.
8. 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.

9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
10. 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.
11. 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.
12. 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, 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.

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)