

# BID SOLICITATION



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

## 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.

## BID OPENING DATE AND TIME:

22-SEP-20 at 2:00 PM

**BID NUMBER: 305942**

## 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
<p>Requisition No.: 200666 Ordering Dept.: Waste Resources Division, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 463-8580 Email: aberkowitz@chattanooga.gov</p> <p>Items Being Purchased: Emulsion Polymer</p> <p>Are you a City of Chattanooga Employee</p> <p>Yes _____ No _____</p> <p>ATTACHMENTS: Specifications (9 pgs) Affirmative Action Plan (1 pg) Iran Divestment Act (1) No Contact/No Advocacy 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.</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Emulsion Polymer. The Contract Term May Be Renewed For An Additional Four (4) 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.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON SEPTEMBER 22, 2020 ***</p> <p>NOTE: 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.</p> <p>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 are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>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.</p> <p>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.</p>					

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>**** NOTE ****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name_____</p> <p>Address_____</p> <p>_____</p> <p>Phone/Toll-Free No._____</p> <p>Fax No._____</p> <p>eMail Address_____</p> <p>Contact Person's Name_____</p> <p>Estimated Delivery_____</p> <p>Minority-Owned Business_____ Small Business_____ Veteran_____</p> <p>Minority Woman-Owned Business_____ Disabled Veteran_____</p> <p>Woman-Owned Business_____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

## SEALED BIDS

**BID OPENING DATE AND TIME:**

**BID NUMBER: 305942**

**BUYER:**

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

**DELIVERY REQUIRED:**

# VENDOR

RFQ

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Emulsion polymer per specifications	275000	Pound	_____	_____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

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

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

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

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

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

**SPECIFICATIONS FOR EMULSION POLYMER  
FOR CENTRIFUGE DEWATERING SYSTEM  
CITY OF CHATTANOOGA, TENNESSEE  
JULY, 2020**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services covered by these specifications include the supply and delivery of an emulsion type polymer for use in the centrifuge dewatering system for the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405.

**1.2 QUANTITY**

The Centrifuge Sludge Dewatering System may dewater up to 60-120 dry tons/day or more of solids up to seven (7) days per week. Dewatering takes place in two separate buildings, and one or both buildings may be operating at any time.

No warranty is made as to the total amount of polymer to be purchased on an annual basis or over the life of the contract.

**1.3 BIDDING AND AWARD**

**1.3.1 Prequalification of Bidders**

A prequalification step of the bidding process has been completed and four (4) vendors have been approved to submit bids on this contract.

These vendors were selected based on an evaluation of laboratory tests of their recommended product followed by performance of a full-scale polymer trial on the City's Centrifuge Dewatering System. This trial was performed on the blend of sludge available at the time of the trial. The results of the trial established the dosing rate for each Vendor's recommended polymer products to be used in the bidding process.

The dosing results from the polymer trial for each respective vendor and each product are summarized in the vendor's attached Bid Proposal Form. Bidders will bid without prior knowledge of other Bidder's performance. Results will be disclosed at Bid Opening.

### **1.3.2 Bid Proposal**

The attached Bid Proposal Form contains the following listing for each respective vendor:

- a. The qualified emulsion polymer product listed by Vendor's and manufacturer's name and exact product supplied.
- b. The trial established polymer dosing rate, in wet pounds as received, for producing one dry ton of solids.
- c. Name, address, and phone contact number for Vendor.

Each Vendor shall provide, in the appropriate space, the price per pound of their polymer. This price shall include the cost for shipping, handling, and unloading at the City of Chattanooga's Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405.

**The price shall be multiplied by the trial determined dosage for their polymer to determine the cost per dry ton of solids.**

**The City's standard Bid Form shall also reflect this cost per dry ton of solids.**

### **1.3.3 Basis for Award**

Award of Contract shall be made on the basis of lowest cost per dry ton of solids **as well as the quality of the cake produced for land application suitability.** The City reserves the right to award the Contract based on that which is in the best interest of the City, particularly as it relates to the City's Biosolids Management Program and the suitability of the cake produced for beneficial reuse. Additionally, the City shall consider Vendor's ability to supply the full volume of product required on time to maintain dewatering production without reductions or interruptions.

In the event that the awarded polymer does not meet the minimum bid specifications which were used to award this contract, the supplier must furnish at the same cost (\$/pound) another polymer which meets the

specifications. This must be done within one week (5 working days) from the first day of non-conformance with no cost for disposal of the “house polymer” supplied by the vendor. The vendor must take back the remaining polymer at no cost to the City.

#### **1.4 LENGTH OF CONTRACT**

The length of the Contract shall be for one (1) year with the City’s option to renew the Contract for an additional four (4) annual periods.

### **2.0 PRODUCTS AND EQUIPMENT**

#### **2.1 GENERAL**

The emulsion polymer product offered by a Vendor shall be the product recommended by the Vendor which was lab and full scale tested by the City, and meeting the minimum standards and specifications described herein when in ordinary use by the City of Chattanooga. Copies of the certificate of analysis (COA) from the lab and full scale trials for each product from each vendor are on file and will be used to compare actual bulk shipments verses trial material.

#### **2.2 MINIMUM PHYSICAL/CHEMICAL CHARACTERISTICS**

The emulsion polymer provided shall have the following minimum physical chemical characteristics:

- a. Viscosity – The product shall be a homogenous mixture free of lumps or clumps of solids. The product shall be compatible with the City’s existing polymer metering, mixing, and feeding systems.
- b. Temperature – The product’s effectiveness shall not be altered significantly over an ambient range of temperatures from -10 degrees Fahrenheit to 110 degrees Fahrenheit. The vendor shall provide recommended handling procedures due to varying weather conditions.
- c. pH – The product shall not cause any adverse effects in any manner resulting from pH.
- d. Shelf Life – The product shall maintain 90 percent of its active effectiveness for a period of six (6) months after delivery. Physical and chemical characteristics of the product shall not change during this time period. If product solids has tendency to settle or separate, the Vendor shall supply the necessary equipment to maintain solids in suspension.

- e. Active Solids – The product furnished shall have the same percentage of active solids as the product tested. Failure to provide consistent levels of active solids in the product furnished will result in termination of the contract.
- f. Odor – The polymer tested, trialed and evaluated in both laboratory and full scale testing, and supplied under this contract must not produce an objectionable odor. This odor cannot be generated with sludge, kiln-dust or lime. No amine type odor can be generated in the cake, centrate, conveyor system, transportation, dumping or storage of the sludge/polymer production. Residual acrylamide odors or any objectionable odor will disqualify a product/vendor from bidding.

## **2.3 OTHER**

The product and its constituents shall meet the requirements for a non-hazardous material according to all applicable local, state, and federal codes and regulations.

The product shall not adversely impact, in any manner, the polymer feed system, the Centrifuge System, the biosolids (cake) produced, and/or receiving streams in the wastewater plant that might require additional treatment as a result of using this material.

## **2.4 EQUIPMENT**

All Vendors have had ample opportunity to review and familiarize themselves with the type of polymer feed equipment used by the City of Chattanooga.

The successful Vendor may modify or add to the City's polymer feed equipment at his expense provided the City mutually agrees to it. The City will not be responsible for the installation or equipment or making the Vendor's modifications. However, the City will provide normally expected operation and maintenance services while the equipment is in use.

## **3.0 EXECUTION**

### **3.1 SHIPMENTS AND DELIVERY**

#### **3.1.1 Shipment**

- A. Quality Control Test

1. Vendor awarded the contract shall supply the certificate of analysis (COA) to the City's designated person when the polymer is delivered. It shall include all data on the exact batch production of the polymer supplied with the lot number, plant location where actual polymer is manufactured, and upper and lower limits of recordable production variations. No blends of batches will be allowed and the lot must be from a single (1) production batch. If vendor is found to tamper with the COA, he may be disqualified and this contract cancelled. In the event that this happens, the City will go to the next lowest bidder, but by default the previous vendor will have to pay the difference to the City between his bid and the next lowest bidder's bid. (Refer to the Chattanooga "General Conditions & Instructions to Bidders" – Item 32.)
2. Retain samples of each shipment will be collected and detail quality control tests will be performed to verify that each shipment produces the same performance as the product awarded the business and compared with the previous shipment retain sample. If the performance based on laboratory testing is documented to be more than 10% off performance and 1% off certificate of analysis supplied by vendor this shipment will be returned at no cost to the City. The vendor will pay all costs and freight both ways in the return.

B. Product Inspection

The polymer sample retained during the full-scale trial shall be used as a control sample for the selected vendor's polymer during initial shipment of the polymer. Both product samples will be compared for performance utilizing the same sludge. Assuming favorable results, a product sample will be taken from each ensuing shipment and compared to the previous one.

C. Initial Shipment

The initial shipment shall be a full load delivered to the City's 6000-gallon bulk storage tank at Centrifuge Building #2. This will be subject to a trial period of 16 hours (2 operating day shifts) during which time a technical assistance representative of the selected Vendor shall demonstrate the same product performance characteristics (or better) for the product as was used for Bidding purposes. Failing to



meet the performance could result in termination of the contract and awarding the contract to the second low Bidder.

**D. Normal Shipments**

Normal shipments shall be in tank truck quantities of 5000 gallons or approximately 45,000 lbs. All transportation equipment shall be thoroughly clean and free from scale and other foreign matter and contaminants. Defective tank trucks from which polymer cannot be unloaded because of defective valves, pumps, viscosity, or other reasons shall be rejected and returned at the Vendor's expense. The City utilizes a filter system at the bulk tank off-loading line.

The inability of vendor to consistently supply full tank truck loads as required by the City, and/or at the time requested so as not to cause reductions or interruptions in dewatering production, shall be considered reason for termination of the contract (refer to Paragraph 3.3).

**3.1.2 Delivery**

**A. Delivery**

The polymer shall be delivered and unloaded to the bulk storage tanks as directed by the City's representative at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, TN 37405. On some occasions, a delivery may be requested to be split among two bulk storage tanks. Vendor should be prepared to unload at both locations at no additional cost to the City.

Polymer carrier must have their own air supply for off-loading the product. The City does not supply a regulated air hookup at the bulk storage tank area.

**B. Time of Delivery**

The polymer shall be delivered to the Moccasin Bend Wastewater Treatment Plant Monday through Friday between the hours of 7:00am and 12:00 noon unless otherwise mutually agreed upon by the City and the Vendor. The City will not be responsible for any

charges associated with the delivery of polymer at times other than normal business hours.

C. Schedule of Delivery

The polymer shall be delivered within seventy-two (72) hours of order placement unless otherwise mutually agreed to by the City.

In the case of emergency, the Vendor may be required to deliver within forty-eight (48) hours.

The Vendor may expedite delivery of the polymer by giving the plant twenty-four (24) hour notice of the expedited delivery time.

D. Quantity of Polymer

The quantity of polymer shall be determined based on the truck weight "in-and-out" across the City's scales at the Moccasin Bend Wastewater Treatment Plant. This weight differential shall be used for billing purposes.

E. Lease of Delivery and Storage Equipment

The City shall not be responsible for lease, demurrage, or deposit of any vehicle or storage containers. The obligation of all leases, demurrage, and/or deposits shall rest solely with the Vendor.

### **3.2 REJECTION OF POLYMER**

Shipments not meeting or exceeding the performance of the previous load shall be rejected by the City and removed and returned at the Vendor's expense.

If the polymer does not meet the requirements of Section 2 of these Specifications, or in the event any of the wastewater treatment facilities are damaged as a result of the polymer, the Vendor shall reimburse the City for the resulting cost of repair, maintenance, or replacement.

The Vendor shall then take the rejected polymer and replace it with satisfactory material or credit the City with full delivered price of the rejected material.

### **3.3 TERMINATION OF THE CONTRACT**

The City may cancel the contract in whole or in part upon thirty (30) days written notice in the event:

- a. The polymer for any reason proves unsatisfactory for the purpose intended;
- b. The polymer does not perform in accordance with the values established during the full scale plant testing;
- c. There is a decline in effectiveness per pound of polymer resulting in an increase of polymer usage of twenty (20) percent for a continuous fourteen (14) day period that can be attributed to deficiencies in the Vendor's quality control rather than to changes in characteristics of the plant process;
- d. The Vendor fails on more than three (3) occasions to supply the total volume of product requested, or fails to meet delivery schedule on more than three (3) occasions (is over 24 hours late with a delivery), (except as provided by the Chattanooga "General Conditions & Instructions to Bidders – Item 33); or
- e. The Vendor is in consistent violation of the services and materials requirements described in these Specifications.

The City reserves the right to allow the Vendor the option of replacing the Bid polymer with a suitable alternative product, either on a temporary or permanent basis, provided that the alternative product is equal to or less than the cost per ton as was bid. If Vendor agrees to this option, Vendor must replace suitable product with alternative product at vendor's expense or credit the difference in performance cost until City has switched to alternative product. If the two products are incompatible with each other, Vendor will be responsible for cleaning polymer storage tank before introducing new product to tank.

### **3.4 TECHNICAL ASSISTANCE**

#### **3.4.1 At Start of Contract**

Prior to the initial shipment of product, the Vendor shall meet with City representatives to provide any necessary on-site assistance to prepare for receipt and use of the new product.

The Vendor shall provide technical assistance during the initial start-up (first delivery) at a minimum of 16 hours (2 operating day shifts) using his

product to ensure that the performance characteristics are the same as determined during the trial.

### **3.4.2 During Contract**

The Vendor shall provide the services of a trained technical service representative to provide an on-site visit one (1) time per month to evaluate product efficiency and any problems related to the product. Vendor shall submit a written summary report of monthly visitation and any test results. Bi-annually (every six (6) months), the Vendor shall provide process optimization assistance to confirm or to establish new optimal operation parameters. This service may coincide with one of the monthly visits.

In the event of an emergency, the Vendor shall provide required on-site technical assistance within forty-eight (48) hours after notification.

## **3.5 PATENT INFRINGEMENT**

The Vendor shall indemnify, save harmless, and defend the City from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and other related expenses and/or fees incident to any infringement or to any claimed infringement of any patent or patents in the manufacture or sale, or either thereof, of the material furnished under this Contract, or in any way connected therewith or with the use thereof by the City.

## **3.6 OTHER**

The Vendor shall conform to all local, state, and federal safety regulations. The Vendor representative shall be responsible for complying with all plant Safety rules and regulations. The Vendor shall provide all of his/her personal protective equipment including hard hat, eye protection, hearing protection, safety shoes, etc. The Vendor shall supply the Plant Occupational Safety Specialist with safety and spill response plans.

## **3.7 PAYMENT**

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



## 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.

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(Signature of Contractor)

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(Title and Name of Company)

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(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/general-services/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: \_\_\_\_\_