

# 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:

18-APR-17 at 2:00 PM

**BID NUMBER: 304650**

## 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.: 151170 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 Oxygen 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 - Insurance Requirements - 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 APRIL 18, 2017 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (304650) 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. *****					
<b>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</b>  Company Name _____ Address _____ Phone/Toll-Free No. _____ Fax No. _____ E-Mail Address _____					

VENDOR

MAIL TO

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

# BID SOLICITATION



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**DELIVERY REQUIRED:**

MAIL TO

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Liquid Oxygen as specified (price per hundred cubic feet)	1	Each	_____	_____

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: \_\_\_\_\_

**SPECIFICATIONS FOR  
SUPPLY AND DELIVERY  
OF LIQUID OXYGEN  
City of Chattanooga, Tennessee  
Moccasin Bend Wastewater Treatment Plant  
2017**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The scope of services covered by these specifications includes the supply and delivery of Liquid Oxygen with a minimum of 99.5 percent purity on an "as needed" basis as specified herein. The product will be delivered and supplied into the City's two 50,000 gallon cryogenic liquid oxygen storage tanks. This product will be used during scheduled maintenance of the City's cryogenic oxygen generation facility as well as for unscheduled emergency needs, should unscheduled shut-downs of the City's facility occur.

Liquid oxygen is expected to be needed for an approximate five-day (5) period each year for maintenance shut-downs and/or other needs. Estimated quantities of liquid oxygen required for this event could be in excess of 145,000 hcf (hundred cubic feet) for the five-day process shutdown.

During unscheduled emergency needs, the City typically requires an estimated 25,000 hcf per day.

The City will attempt to provide notice to vendor of product delivery need at least 48 hours in advance. However, since this product may be used in the event of an emergency, notice under this contract may be made by the City within 24 hours of when the product is needed. Vendor shall be prepared to provide sufficient trucks, drivers, and product on the schedule required by the City in order to maintain the oxygenation system at the wastewater treatment plant, as well as to facilitate re-start of the City's oxygen 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:

# SPECIFICATIONS FOR SUPPLY AND DELIVERY OF LIQUID OXYGEN

City of Chattanooga, Tennessee

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1. Unit price per hundred cubic feet (hcf) delivered to the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.
2. Name 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 oxygen as required. Back-up plans for continued shipments should 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 Oxygen – minimum purity 99.5%

- a. Product Name – Liquid Oxygen
- b. Chemical Name & Synonyms – Oxygen

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF  
LIQUID OXYGEN

City of Chattanooga, Tennessee

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- c. CAS Registry Number – 7782-44-7
- d. DOT Proper Shipping Name – Oxygen, Refrigerated Liquid
- e. DOT Hazard Class and ID Number – Hazard Class 2.2 (5.1), UN1073

### **3.0 EXECUTION**

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

Shipments of Liquid Oxygen 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 City has provided fill port and lines to the liquid oxygen storage tanks, readily accessible by delivery trucks. The vendor is encouraged to review all valves, safeties, regulators, connection points, and other on-site equipment to verify ability and readiness to receive deliveries of liquid oxygen.

**A Certificate of Analysis shall accompany all shipments, as well as a certified weight ticket.**

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

Delivery shall be made on an "as needed" basis within forty-eight (48) hours of non-emergency notice and within twenty-four (24) hours of emergency notice. Deliveries shall be accepted any time of day. All deliveries shall cross the MBWWTP scales to weigh in and out.

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 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).

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.

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

##### **4.1 PAYMENT**

- a. The City will make payment to the Vendor according to the City's normal policies and procedures.
- b. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- c. 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.
- d. 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.
- e. 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.
- f. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- g. 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.
- h. 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.



SPECIFICATIONS FOR SUPPLY AND DELIVERY OF  
LIQUID OXYGEN

City of Chattanooga, Tennessee

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- i. 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 copy sent to:

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

#### **4.2 PENALTIES**

Any truck load of Liquid Oxygen not meeting the requirements of these specifications shall be rejected. The Vendor shall still be responsible for providing the product on forty-eight hour (48) notice for non-emergencies and on twenty-four (24) hour notice for emergencies.

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.

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)

## 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.

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(Signature of Contractor)

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(Title and Name of Company)

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(Date)