

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.

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BID OPENING DATE AND TIME:

03-JUN-20 at 2:00 PM

BID NUMBER: 305898

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

M City of Chattanooga
A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
L
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Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 198594 Bid No.: 305898 Ordering Dept.: Waste Resources, Public Works Buyer: Amanda Berkowitz Phone No.: (423) 643-7233 Email: aberkowitz@chattanooga.gov</p> <p>Items Being Purchased: Liquid Oxygen</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Liquid Oxygen. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.</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>ATTACHMENTS: Specifications (6 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 3, 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 ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</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> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p>					

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 101 East 11th Street, Suite G13
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Company Name _____ Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____ eMail Address _____ Contact Person's Name _____ Estimated Delivery _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____
 TELEPHONE NUMBER: _____

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

COMPANY: _____
 SIGNATURE: _____
 NAME AND TITLE: _____

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Liquid Oxygen per specifications (price per hundred cubic feet)	270000	Each	_____	_____

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**SPECIFICATIONS FOR
SUPPLY AND DELIVERY
OF LIQUID OXYGEN
City of Chattanooga, Tennessee
Moccasin Bend Wastewater Treatment Plant
May, 2020**

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 SUBMITTAL

The following information shall be submitted with all bids:

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF
LIQUID OXYGEN

City of Chattanooga, Tennessee

Page 2 of 6

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.

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
- 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.

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF
LIQUID OXYGEN

City of Chattanooga, Tennessee

Page 4 of 6

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.

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF
LIQUID OXYGEN

City of Chattanooga, Tennessee

Page 5 of 6

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

Page 6 of 6

- i. 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

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.

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For more information, please contact the State of Tennessee, Central Procurement Office
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

No Contact/No Advocacy Statement

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation
response to Solicitation # _____;

(2) _____ (agent name) swears or affirms that the Submitter
has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

Title: _____