

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 01-NOV-19 at 2:00 PM

BID NUMBER: 305684

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

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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I Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 190286 Bid No.: 305684 Ordering Dept.: Waste Resources Division Buyer: Amanda Berkowitz Phone No.: (423) 643-7233					
Items Being Purchased: Odor Neutralizing Service					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Odor Neutralizing Service. 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.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
ATTACHMENTS: Specifications (4 pgs) Affirmative Action Plan (2 pgs) Iran Divestment Act (1 pg) No Contact/No Advocacy Affidavit (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.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON NOVEMBER 1, 2019 ***					
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.					
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.					
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.					
**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:					

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G** City of Chattanooga
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 Chattanooga, TN 37402

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
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Monthly Odor Control Supply Program	12	Each	_____	_____

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COMPANY: _____

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SIGNATURE: _____

NAME AND TITLE: _____

**SPECIFICATIONS
FOR
BLANKET CONTRACT
TO SUPPLY
VAPOR PHASE ODOR NEUTRALIZING PRODUCTS AND RELATED SERVICES
FOR THE WASTE RESOURCES DIVISION, PUBLIC WORKS
CITY OF CHATTANOOGA, TENNESSEE
September 2019**

1.0 GENERAL

1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for all labor, benefits, equipment, transportation, and any other related functions necessary to provide vapor phase odor neutralizing products and related services for the WASTE RESOURCES DIVISION including the Moccasin Bend Wastewater Treatment Plant (MBWWTP), 455 Moccasin Bend Road, Chattanooga, Tennessee 37405, Tremont CSO, Dupont Pump Station, & Carter Street CSO.

It is the responsibility of each bidder to determine the types, sizes, and quantities of vapor phase odor neutralizing products and related services and determine any peculiar circumstances which may be associated with the vapor phase odor neutralizing products and related services.

1.2 BASIS OF BIDDING

The Bid shall include the cost per month for product application equipment rental and unit cost per gallon of the vapor phase odor neutralizer product. Shipping and handling costs shall be billed at the Vendor's cost without any mark up.

The vapor phase odor neutralizer product costs and rental costs shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost.

The bid shall be awarded on the basis of the monthly cost to provide vapor phase odor neutralizing products and related services (i.e. price per gallon + rental fee) for the Waste Resources Division as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

1.3 References

The Vendor shall submit a list of three (3) customers for whom the Vendor has provided vapor phase odor neutralizing products and related services during the past three (3) years.

The list shall include names, addresses, telephone numbers, and contact person

who is knowledgeable of products and services provided.

1.4 WARRANTY

The Vendor shall warrant and guarantee the products and services provided for a period of one (1) year following delivery of the products and services to the City. The products and services shall be guaranteed and warranted against defective workmanship and materials.

2.0 SERVICES AND OTHER REQUIREMENTS

2.1 GENERAL

2.1.1 Sole Vendor

The Vendor shall not subcontract the products and services or assign the contract to others without the written consent of the City of Chattanooga.

2.1.2 Compliance with Applicable Regulations

All of the products and services provided by the Vendor shall be completed in a good and workmanlike manner. All of the products and services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

2.1.3 Inspection

The products and services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the products and services shall be the responsibility of the Vendor.

2.2 DESCRIPTION OF PRODUCTS AND SERVICES

2.2.1 General

- A. The Vendor shall provide all labor, benefits, equipment, transportation, and any other related expenses necessary provide the products and services described herein for the WASTE RESOURCES DIVISION.
- B. The Vendor shall provide the products and services on an "as needed" basis as requested by the City.

- C. If the product is different than what is currently being used the vendor shall demonstrate the use of its vapor phase odor neutralizer product, prior to award. The City shall be the final decision maker of the value and effectiveness of the products and its application equipment.
- D. The Vendor shall provide technical support and services via phone, fax, e-mail, or on-site as required by the City. Costs of these services shall be included in the cost of the Vendor's products and equipment.
- E. The Vendor shall be responsible for determining application rates and sizing the application equipment at each of the City sites.

2.2.2 Vendor Products

- A. The Vendor shall provide a product that is true "vapor phase" odor neutralizer product for application without water.
- B. The vapor phase odor neutralizer shall be formulated to neutralize and modify odors in industrial and municipal facilities.
- C. The vapor phase odor neutralizer product shall have demonstrated through extensive field testing it is effective in reducing odor concentration, odor intensity, and odor persistence.
- D. The vapor phase odor neutralizer product shall be a true odor neutralizer and not a masking agent.
- E. The vapor phase odor neutralizer product shall have been designed to be effective in the vapor phase for use without water.
- F. The vapor phase odor neutralizer product shall be a concentrated blend of pure biodegradable organic essential oils and trace elements. Each essential oil shall be selected for its odor neutralizing effect on a particular odor group.
- G. The vapor phase odor neutralizer product shall contain no water, surfactants, petroleum distillates, alkalis, or chlorinated solvents and must be non-toxic and non-hazardous.
- H. The vapor phase odor neutralizer product shall contain no hazardous air pollutants as promulgated under Clean Air Act 40 CFR part 63, sub part C.
- I. The vapor phase odor neutralizer product shall be accepted by the USDA for use in edible product processing areas, non-processing areas, and/or exterior areas of official establishments operating under the Federal meat, poultry, shell egg grading, and egg products inspection programs.

- k. The vapor phase odor neutralizer product shall be applied via direct vaporization with no water involvement.
- L. The Vendor shall provide a copy of the Material Safety Data Sheet for all products that it will be furnishing as a part of this contract.

2.2.3 Vendor Application Equipment

- A. The Vendor shall provide all of the required application equipment to apply the vapor phase odor neutralizer product.
- B. The Vendor's application equipment shall apply the vapor phase odor neutralizer product via direct vaporization without the use of water.
- C. The direct vaporization process shall use the heat of the regenerative blower to evaporate the product to create an odor neutralizing vapor. The odor neutralizing vapor shall be infused into the supply air in a specially designed direct vaporization chamber. The waterless odor neutralizing vapor shall be distributed over the odor producing area with fogging nozzles. The vapor shall not have visible a plume or mist.
- D. The direct vaporization process shall be functional in conditions of extreme cold where freezing can be a problem and/or in all interior locations where a water based aerosol would create humidity, wet floors, or overspray problems.
- E. The Vendor's application equipment shall have, as a minimum, an electrical control panel, regenerative blower, evaporator, and distribution hose and shall be rated for continuous duty. The application equipment components shall have the following characteristics:
 - 1. The electrical panel shall be an on/off 115 volt with a GFCI receptacle outlet.
 - 2. The evaporator shall be a cylinder style of aluminum construction. Its operating range shall be 100-145°F and 0.4-0.5 PSI.
 - 3. The valves and distribution hose shall be schedule 80 black polypropylene.
 - 4. The enclosure shall be an aluminum diamond plate cabinet with hinged doors.
 - 5. The blower shall have 0.75HP permanently sealed ball bearing motor on blower, 115/1/60, 10 max amps.

2.2.3 City Supplied Services

The City will provide the following services;

- 1. Provide the Vendor with access to City sites.
- 2. Install and operate the application equipment in accordance with the Vendor's operations and maintenance manuals.
- 3. Provide all utilities at application sites.

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 proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to § 12-12-106.

(SIGNED)

(PRINTED NAME)

(BUSINESS NAME)

(DATE)

No Contact/No Advocacy Affidavit

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: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

Notary Public: _____

My commission expires: _____