

Date: December 6, 2013

Ref. No.: 87372

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposals (RFP) for the City of Chattanooga

Proposals will be received at 101 East 11th Street, Suite G13, Chattanooga, TN 37402 until 4:00 P.M., on January 8, 2014

**Requisition No.: 87372
User Dept.: Waste Resources
Buyer & e-mail: Geoffrey Hipp hipp_g@chattanooga.gov**

Project: Remote Monitoring Services for Cryogenic Oxygen Generation System at Moccasin Bend Wastewater Treatment Plant

*****PROPOSALS MUST BE RECEIVED BY***
4:00 P.M., Eastern on January 8, 2014**

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposals 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.

**The City's Standard Terms and Conditions may be found on website:
(www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions)**

Note: ALL SUBMITTALS MUST BE SIGNED
All proposals received are subject to the terms and conditions contained herein. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

- Company Name:** _____
- Mailing Address:** _____
- City & Zip Code:** _____
- Phone/Toll Free No.:** _____
- Fax No.:** _____
- E-Mail Address:** _____
- Contact Person:** _____
- Company Title:** _____
- Signature:** _____

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- E-Mail Address:** _____
- Contact Person:** _____
- Company Title:** _____
- Signature:** _____

Request for Proposals

REMOTE MONITORING SERVICES FOR THE CRYOGENIC OXYGEN GENERATION SYSTEM MOCCASIN BEND WASTEWATER TREATMENT PLANT

City of Chattanooga, Tennessee

DECEMBER, 2013

Section 1

Introduction

REQUEST FOR PROPOSALS

REMOTE MONITORING SERVICES FOR THE CRYOGENIC OXYGEN GENERATION SYSTEM MOCCASIN BEND WASTEWATER TREATMENT PLANT CITY OF CHATTANOOGA, TENNESSEE (December 2013)

1.0 INTRODUCTION AND BACKGROUND

A. GENERAL

The City of Chattanooga (City) is requesting proposals (RFP) from qualified firms for the purpose of selecting a contractor to provide the Public Works Department with uninterrupted remote monitoring of the City's cryogenic oxygen generation system operating data and additional related services as described herein.

B. OPERATIONAL SUMMARY

The City's Waste Resources Division (WRD) operates and maintains the 140 million gallon per day (mgd) Moccasin Bend Wastewater Treatment Plant (MBWWTP). The plant utilizes a high purity oxygen activated sludge process consisting of a Linde U-145 cryogenic air separation plant along with the UNOX aeration process constructed by Union Carbide Corporation in 1982. The plant is designed to provide 145 tons per day of gaseous oxygen or 125 tons per day of gaseous oxygen in combination with 3 tons per day of liquid oxygen. Oxygen purity averages 98 to 99 percent. The plant has two 3,000 hp centrifugal air compressors, one rated for 100 percent production and the other rated for 70 percent production. Two 50,000 gallon horizontal cryogenic storage tanks are provided for liquid oxygen storage. An electrically heated, water bath vaporizer is provided for liquid vaporization. Liquid oxygen boil-off on the storage tanks is approximately 2 tons per day.

Between January 2008 and June 2009 the oxygen generation plant was rehabilitated. The plant instrumentation/control system was updated to a programmable logic controller (PLC) based system. This permitted remote monitoring of the plant condition and operation as a means for a consultant/contractor to advise and assist City personnel in addressing operational problems and optimizing plant performance.

B. CURRENT PRACTICES

Devices currently used at the oxygen plant that enable the external access link are as follows:

First, connected to the GE PLC network there is a Linksys (Cisco) RVL200 VPN Router. Connected to this is a Cradlepoint CBA250 Bridge. Finally, this is connected to a Sprint Sierra Wireless USB-598 Access Card. Information on these devices is available as follows:

The RVL200:

http://www.cisco.com/en/US/prod/collateral/routers/ps9923/ps9927/data_sheet_c78-502734.html

The CBA250: <http://www.cradlepoint.com/products/cba250>

The USB598:

[http://support.sprint.com/support/device/Sierra_Wireless/598U by Sierra Wireless-sierra_ac598u](http://support.sprint.com/support/device/Sierra_Wireless/598U_by_Sierra_Wireless-sierra_ac598u)

A custom interface has been written to exchange data with the Moccasin Bend Wastewater Treatment Plant Staff.

1.1 PURPOSE OF REQUEST AND PROJECT SCOPE

Contract services are required to continue uninterrupted remote monitoring of the City's cryogenic oxygen generation system operating data, to provide advice and assistance to City personnel in addressing operational problems and optimizing plant performance, to provide quarterly on-site inspection, troubleshooting, and training, and to provide emergency on-site operational assistance on an as-needed basis. These services are described as follows:

A. PROVISION OF COMMUNICATIONS NETWORK

1. The Contractor will provide a telecommunications provider for a data monitoring plan that will allow a transfer of up to 5 gigabytes of data per month. Any additional data transfer beyond the 5 gigabyte plan allowance will be billed as a separate item to the City.
2. The Contractor will maintain the communication network as required to provide continuous uninterrupted monitoring of the cryogenic operating data.

B. REMOTE MONITORING SERVICES

1. Contractor will provide daily review of selected operating parameters for the cryogenic oxygen plant and inform the City immediately of any conditions that would require attention of the City's personnel.
2. Contractor will provide plant personnel with email and cell phone contact information for staff that will enable immediate communication with regard to any operational parameters of concern to plant staff or which require immediate attention. City will provide contractor with plant staff contact information for the same purpose.
3. Contractor will provide a written monthly summary of selected operating parameters for the oxygen facility, submitted electronically by the tenth (10th) day of each month for the previous month's data, to persons designated by WRD. Monthly summary will include the following information:
 - a. Operating trends for energy conservation;
 - b. Safety-related operating conditions;
 - c. Indications of preventive or corrective maintenance suggested by operating parameters.

C. QUARTERLY INSPECTION, TROUBLESHOOTING, AND TRAINING VISITS

Contractor will provide quarterly service visits to assist City in increasing plant reliability and to provide operator, maintenance, and instrumentation hands-on training.

During the quarterly visit the following tasks would be performed:

1. 90 day Cold End Gel Trap Regeneration
2. Hands-On operator, maintenance, and instrumentation training in Cryogenic Plant re-starts, optimizing plant operation, understanding/troubleshooting cryogenic plant alarms, and operation and maintenance of the UNOX process.
3. Inspection of Cryogenic Plant and associated equipment, MAC#1, MAC#2, Expansion Turbine, Driox Area, Cooling Tower.
4. Follow-up report of action items needing attention in each plant area with "tickler file" of outstanding items from trip to trip.

Each quarterly visit would typically be from Monday through Friday for 40hrs. Cost for quarterly visit and training as indicated on the proposal shall include all travel expenses, training materials, and incidentals.

D. EMERGENCY FIELD SERVICE ASSISTANCE

Contractor will provide on-site emergency field service visits on an as-needed basis to respond to plant operational issues. The City expects emergency on-site service visits will not exceed five (5) days per year. These visits will be billed on a daily basis as per the schedule of values completed in accordance with Section 3.7 and included on the proposal.

Section 2

Instructions to Proposers

2.0 INSTRUCTIONS TO PROPOSERS

2.1 GENERAL

Seven (7) bound copies and one (1) electronic (CD) original copy in PDF format of the Proposal shall be submitted.

All Proposals shall be submitted in a sealed envelope or box marked "**PROPOSAL FOR REMOTE MONITORING SERVICES FOR THE MOCCASIN BEND WASTEWATER TREATMENT PLANT CRYOGENIC OXYGEN GENERATION SYSTEM**". All proposals shall be submitted no later than 4:00 p.m. Eastern, on Wednesday, January 8, 2014 to the attention of:

City of Chattanooga Purchasing
Attn: Geoffrey Hipp
101 East 11th Street
Chattanooga, TN 37402

Proposals shall be limited to a maximum of 25 pages. Resumes of key staff to be assigned to this project shall be limited to one (1) page per person and projects demonstrating experience shall be limited to one (1) page per project. The Proposer may use front and back of each page and may provide a front cover, back cover and cover letter additionally.

NOTE: *RFP responses shall address only the information requested in the RFP. The City is not interested in "fluff or filler". It is interested in the resumes of the people that will be working on the projects and description of similar projects that they have worked on singularly or together. Resumes of others who will not be working on the project or project descriptions that are not recent or not relevant to the RFP are not wanted.*

2.2 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the services set forth in the proposal or until one of the proposals has been accepted and a contract has been executed between the City and the successful Proposer.

2.3 RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
- B. The City reserves the right to negotiate the remote monitoring services for the cryogenic oxygen generation facility with the next most qualified finalist if the successful finalist does not execute a contract within fifteen (15) days after submission of a contract to such offer. The City reserves the right to negotiate all elements that comprise the selected Proposer's proposal.
- C. The City reserves the right, after opening the proposals or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the proposal that, in the City's sole judgment, is in its best interest.

2.4 FACILITY VISIT

It is highly recommended that each Proposer visit the site and familiarize themselves with the cryogenic oxygen generation system, the instrumentation, and the equipment for remote monitoring. The City will provide each Proposer with an equal opportunity for an on-site visit to the MBWWTP at a mutually agreeable time prior to the submittal of Proposals. The City will not supply photographs or other information not contained in this RFP in order for Proposers to prepare their proposal. Failure of Proposer to familiarize themselves with the equipment and conditions of provision of these services will not relieve Proposer of any obligations included in these services.

2.5 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to the City by **4:00 p.m. Eastern, on December 23, 2013**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each Proposer by **December 30, 2013**. After that time, no further requests for information will be received or responded to.

Requests for information or clarification shall be sent to:

City of Chattanooga Purchasing
Attn: Geoffrey Hipp
101 East 11th Street
Chattanooga, TN 37402

e-mail: hipp_g@chattanooga.gov

The City specifically requests that any contact concerning this Request for Proposal to be made exclusively with the Buyer until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.6 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.

Section 3

Proposal Contents

3.0 PROPOSAL CONTENTS

3.1 GENERAL INFORMATION

The Proposer shall provide the following general information:

- A. Identify the name, address, telephone, e-mail address (if available), and facsimile numbers of the Proposer and the principal contact person.
- B. Identify the type of firm or organization (corporation, partnership, joint venture, etc.) and describe the entity that will serve as the contracting party.
- C. Proposals shall identify and describe the contractual relationships for the portions of the work that will be undertaken directly by the Proposer and what portions of the work will be subcontracted, including on-site services and training.
- D. Describe the history of the relationships among the team members, including a description of past working relationships.
- E. Provide the history, ownership, organization, and background of the Proposer. If the Proposer is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 1. Names of partners, and company officers who own 10 percent or more of the shares;
 2. If the Proposer or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this Proposal, the reasons for this action must be fully disclosed; and
 3. Identify any lawsuits or litigation, permit violations, and contract disputes for other projects developed and/or operated by the Proposer or other projects owned and operated by the Proposer's personnel.

3.2 QUALIFICATIONS AND EXPERIENCE- Cryogenic Oxygen Generation System Operation, Service, and Training

The Proposer shall provide the following regarding technical qualifications and experience dealing with the remote monitoring, operational assistance, on-site services, and training for the cryogenic oxygen generation plant:

A. General Experience

Provide a summary of the experience of the Proposer's Project Team working together with cryogenic oxygen generation system operation, troubleshooting, and training. Note in particular experience with similar Union Carbide plants and/or with the City of Chattanooga U-145 plant.

B. Project Team Members Experience

Provide a one (1) page max resume of each of the Proposer's Project Team including the Project Manager, on-site Technical Services Manager, and any other key technical or operations personnel as applicable to their Proposal.

C. Previous Experience With Similar Projects

Provide a list of at least three (3) but not more than five (5) cryogenic operational monitoring and training services that the Proposer has performed within the past five (5) years or that key members of the Proposer's Project Team have been involved in, providing the following information for each:

- a. Name, address, and phone number of the Owner.
- b. Name and phone number of a representative of the Owner who is knowledgeable about the project.
- c. Brief description of the services provided
- d. The duration of the contract
- e. The approximate value of the contract.
- f. The contract completion date.

3.3 PROJECT APPROACH

The Proposer shall describe its overall approach for conducting the remote monitoring of the cryogenic oxygen generation system, for responding to requests from City staff for resolution of operational problems, for notification to City staff of observed issues requiring immediate attention, for completion of monthly reports, for providing quarterly visits as described herein, and for providing emergency on-site services when requested by the City.

3.4 CITY SUPPLIED SERVICES

The City will provide the following as a part of the project:

- A. Provide designated City personnel to coordinate the project with Proposer/Contractor, including 24-hour contact information.
- B. Provide reasonable access to the MBWWTP and to the remote access equipment for the Proposer to perform the work.
- C. Inform Proposer/Contractor prior to planned or unplanned outages or maintenance to the oxygen generation system as soon as practical.
- D. Provide the Proposer reasonable access to all available plans and specifications for its oxygen generation system at MBWWTP.
- E. Provide training facilities for both classroom and on-site training.

3.5 TERMS AND CONDITIONS

These terms and conditions shall to apply to all parts of the RFP described herein.

- A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
 - B. The Proposer shall not transfer or assign any interest in this project contract to another party or person without the prior written consent of the City.
 - C. The Proposer shall indemnify, defend, and save harmless the City, its elected officials, managers, employees, and agents from and against all claims, suits, actions, orders, judgments, penalties, or decrees entered by reason of or as a result of the Proposer's negligence in the performance of the work under this contract. Indemnification shall extend to indirect, consequential, and pollution damages.
 - D. During the term of the contract, the Proposer shall maintain the following minimum amounts of insurance coverage:
 - 1. Workers Compensation Insurance - statutory
 - 2. Employee's Liability - \$100,000
 - 3. Comprehensive General Liability Insurance - \$2,000,000
 - 4. Automobile Liability Insurance - \$1,000,000
 - 5. Environmental Liability Insurance - \$2,000,000
- City shall be named as additional insured on the above policies.
- G. Any Contract resulting from the acceptance of a Proposal by the City shall be in a form acceptable to the City and shall contain, as a minimum, the terms and conditions contained in this RFP.
 - H. Payment for services rendered under this contract will be in accordance with the City's standard policies and procedures.
 - I. The City reserves the right to terminate the contract if the Contractor:
 - 1. Fails to initiate services on the date specified or otherwise agreed to;
 - 2. Fails to perform the work as described herein;
 - 3. After having begun services, abandons them for any reason;
 - 4. Fails to correct deficiencies of Contractor's services within 30 days of notification of such deficiencies by the City; or
 - 5. Defaults in any manner in the performance under the terms of the Contract (unless the Contractor is prevented from continuing for reasons beyond its control);

The City shall give 30 days' written notice of intent to terminate the contract.

J. Audit Provisions

1. The City or its assign may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Consultant/Contractor. The City may further audit any Consultant/Contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
2. The Consultant/Contractor shall at all times during the term of the contract or agreement and for a period of five (5) years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant/Contractor. Documents shall be maintained by the Consultant/Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant/Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
3. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Consultant/Contractor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant/Contractor's obligations to the City.
4. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant/Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
5. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

3.6 LENGTH OF CONTRACT

The contract entered into by the City and selected Proposer shall be for a term of one (1) year with the option to renew for four (4) additional one-year periods at the mutual agreement of both parties.

3.7 PRICE

The Proposer shall indicate the following prices on proposal for services described in Section 1.1 of this RFP:

Section 1.1 – A - PROVISION OF COMMUNICATIONS NETWORK, and Section 1.1 - B – REMOTE MONITORING SERVICES – Total monthly cost for these services = \$_____per month

Total annual cost = \$_____

Section 1.1 – C – QUARTERLY INSPECTION, TROUBLESHOOTING, AND TRAINING VISITS – Cost per 40-hour visit and all associated labor, travel, and incidentals = \$_____per visit.

Section 1.1 – D – EMERGENCY FIELD SERVICE ASSISTANCE – cost per day, including all associated labor, travel, and incidentals = \$_____per day.

Section 4

Review and Evaluation of Proposal

REVIEW AND EVALUATION OF PROPOSAL

4.1 REVIEW COMMITTEE

A committee consisting of individuals selected by the City will receive all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 FORMAL PRESENTATIONS

The City does not anticipate the need for formal presentations from Proposers. The City reserves the right, however, to request such presentations if needed for clarification of Proposers' qualifications to perform these services.

4.2 SELECTION CRITERIA

Selection of Proposer's for contract negotiation will be based on an objective evaluation of the following criteria:

A. 50 Points - Professional qualifications, experience, and capabilities of the Proposer or Proposer Team to provide the remote monitoring, troubleshooting, training, and emergency services described in this request.

B. 50 Points - Price Proposal

4.3 SELECTION OF FINALIST

After the review of the proposals by the Review Committee and formal presentations (if any) the City may, at its sole option, elect to reject all proposals or elect to pursue the services based on selection of the highest ranked finalist with which to negotiate an agreement.