

Date: September 10, 2015

Ref. No.: 121861

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Invitation to Bid for the City of Chattanooga, Tennessee**

Live On-Line Event Will Open September 23, 2015 At 10:00 AM, EST

**Requisition No.: 121861  
Ordering Dept.: Moccasin Bend Treatment Plant  
Buyer & Phone: Natalie Finnell (423) 643-7230**

**Items Being Purchased: Sodium Bisulfite**

**\*\*\* INVITATION TO BID MUST BE RECEIVED \*\*\*  
2:00 P.M., EST. on September 21, 2015**

**The City of Chattanooga reserves the right to reject any  
and/or all bids, waive any informalities in the bid  
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.**

**City of Chattanooga (COC) Terms and Conditions posted on Website are Applicable**  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

**Note: ALL PROPOSALS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. 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:** \_\_\_\_\_

September 10, 2015

Chattanooga, TN will be conducting an Electronic Sealed Bidding Event for Sodium Bisulfite. Chattanooga, TN has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Natalie Finnell  
Procurement Analyst  
Chattanooga, TN

### CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:

Natalie Finnell  
Procurement Analyst  
101 E. 11st Street  
Chattanooga, TN 37402  
E-mail: [nfinnell@chattanooga.gov](mailto:nfinnell@chattanooga.gov)  
Primary Phone: (426) 643-7232

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC  
Tara O'Bannon  
7501 New LaGrange Road, Suite 2000  
Louisville, KY 40222  
[tara.obannon@ebridgeglobal.com](mailto:tara.obannon@ebridgeglobal.com)  
(877) 245-8880



## IMPORTANT DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Thursday, September 10, 2015	Bid Opportunity	An email invitation to respond to this opportunity.  Click on the link provided to download all documents pertaining to this bid.
Monday, September 21, 2015 by 2:00PM ET	Submit Intent to Participate	Deadline to submit your response, <b><u>EXCLUDING PRICING.</u></b>  Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Monday, September 21, 2015	Formal Invitation Issued	Formal approval from the buyer to participate in the pricing portion of the process.  Follow instructions given in the Formal Invitation email.
Tuesday, September 22, 2015	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed.  Participate in a one-on-one training with an eBridge representative.
Tuesday, September 22, 2015 at 4:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s).  Login to the eBridge platform and place your initial bid(s).
Wednesday, September 23, 2015 at 10:00AM ET	Online Event	Date and time the live online event will open.  Login to the eBridge platform and participate in the live event.



**ELECTRONIC BID EVENT SUBMISSION FORM**

**Must be completed and emailed to [tara.obannon@ebridgeglobal.com](mailto:tara.obannon@ebridgeglobal.com)**

Chattanooga, TN will accept bids for Liquid Sodium Bisulfite using an Electronic Sealed Bidding Process on Wednesday, September 23, 2015 at 10:00AM ET in accordance with the specifications and procedures available either with eBridge or Chattanooga, TN. This Electronic Sealed Bidding Event has a preliminary end date and time of Wednesday, September 23, 2015 at 10:15AM ET plus any possible extensions.

The undersigned bidder hereby proposes and agrees to furnish Chattanooga, TN with Liquid Sodium Bisulfite in accordance with the Specifications. The bidder also agrees to participate in an Electronic Sealed Bidding Event to determine final pricing.

Your response to this opportunity is due as requested by the buyer no later than Monday, September 21, 2015 by 2:00PM ET. Specification submittals must indicate any and all exceptions to the specifications, as well as any option packages or prepayment discounts. **DO NOT SUBMIT BID PRICING WITH YOUR SPECIFICATIONS PACKAGE.**

The supplier understands that this proposal is submitted subject to the following: Bids will be evaluated based on each supplier's final pricing submitted during the Electronic Sealed Bidding Event, and the Specification Responses provided. Preference will be given to low suppliers; however, the Buyer reserves the right to accept bids on the basis of total evaluated bid or to accept portions of any bid. The Specifications and Information for Suppliers form the conditions of the Contract for this proposal.

**The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three (3) percent of the awarded price. The transaction fee is assessed on the final selling price.**

**AWARD OF CONTRACT: REJECTION OF BIDS** – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer's requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

THIS SPECIFICATION RESPONSE IS HEREBY RESPECTFULLY SUBMITTED BY:

_____			
COMPANY NAME	DATE		
_____			
CONTACT PERSON	TITLE		
_____			
PHONE NUMBER	FAX		
_____			
BILLING ADDRESS	CITY	ST	ZIP
_____			
EMAIL ADDRESS	SIGNATURE		

**Must be completed and emailed to [tara.obannon@ebridgeglobal.com](mailto:tara.obannon@ebridgeglobal.com)**



## **IMPORTANT**

**The following document is included for your review and examination.**

**Electronic acceptance prior to placing your bid will be required**

### **EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS**

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated



any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

**2. Responsibilities of the Parties.** Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

- 3. Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.
- 4. Buyer Representations and Warranties.** eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.
- 5. Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.



6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorneys fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Submission Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
  - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
  - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
  - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.



**Any and all subsequent orders** resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

**12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

**13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

**14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.

**15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.

**16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.

**17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.

**18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to



the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

19. **Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
20. **Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
21. **Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
22. **Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
22. **Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
23. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
24. **No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
25. **Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

**SPECIFICATIONS FOR SUPPLY AND DELIVERY OF  
LIQUID SODIUM BISULFITE  
MOCCASIN BEND WASTEWATER TREATMENT PLANT  
CHATTANOOGA, TENNESSEE  
August 2015**

**1.0 GENERAL**

**1.1 SCOPE**

The scope of services covered by these specifications shall be a contract for the supply and delivery of 650 dry tons, more or less, of liquid sodium bisulfite as specified herein.

This Contract shall be for a period of twelve (12) months after the receipt of a Purchase Order from the City of Chattanooga, Tennessee. This Contract will have an option to renew for two (2) additional twelve (12) month periods at the same or lower price to be reissued at each year term if both parties are in agreement.

**1.2 APPLICATION**

Liquid sodium bisulfite will be used for dechlorination of chlorinated municipal wastewater.

**1.3 SUBMITTALS**

The following information shall be submitted with all bids:

1. Pricing will be accepted only during the reverse auction hosted by eBridge on Wednesday, September 23, 2015 at 10:00AM ET. Pricing collection during the reverse auction will be unit price per dry ton delivered and unloaded at the Moccasin Bend Wastewater Treatment Plant, 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.
2. Method of shipment and price differential, if any.
3. Pricing will be fixed for the initial term of the contract. The awarded vendor may submit a price increase thirty (30) days prior to the start date of each optional renewal period. Buyer reserves the right to accept, reject, or negotiate any or all price increases.
4. Any exceptions, alternates, escalators, de-escalators, price caps, or other conditions which would affect contract.
5. Name and phone numbers of person to contact for ordering shipment.
6. Estimated time between placing of order and actual delivery.
7. Estimated time required to receive emergency shipment and location of emergency supply; names and phone numbers of persons to contact for emergency shipment of holidays, weekends, and after hours.
8. Copies of product data sheet and material safety data sheet.
9. Names and location of material producer.
10. Point of shipment.
11. Evidence of quantity support from the producer.

2.0 **PRODUCTS**

2.1 **GENERAL DESCRIPTION**

The product specified herein is described as follows:

a. Product Name

*Sodium Bisulfate Aqueous Solution*

b. Chemical Name & Synonyms

*Sodium Bisulfite Aqueous Solution  
(NaHSO<sub>3</sub> in aqueous solution)*

c. CAS Registry Number

*7631-90-5*

d. DOT Proper Shipping Name

*Bisulfites, Aqueous Solutions (Sodium Bisulfite)*

e. DOT Hazard Class and ID Number

*Corrosive Material, UN2693*

f. Clean Water Act Reportable Number

*5000 lbs on dry weight basis*

2.2 **CHEMICAL ANALYSIS**

The Chemical analysis for the liquid sodium bisulfite as delivered shall meet the following minimum and maximum concentration by weight:

<u>PARAMETER</u>	<u>CONCENTRATION</u>
a. NaHSO <sub>3</sub> , % by weight	38.0 to 44.0
b. SO <sub>3</sub> , % by weight	23.4 to 27.0
c. Sodium Thiosulfate (ppm)	100 ±
d. Iron as Fe (ppm)	<5
e. Sulfate as Na <sub>2</sub> SO <sub>4</sub> , % by weight	1

\*Concentration may be adjusted seasonally to avoid crystallization during transit.

2.3 **PHYSICAL PROPERTIES**

The liquid sodium bisulfite shall have the following physical properties:

	<u>PARAMETER</u>	<u>PROPERTY</u>
a.	Appearance and Odor	clear yellow liquid, pungent odor
b.	Specific Gravity	1.30 to 1.36
c.	pH	3.5 to 5.0
d.	Solubility in Water	Dilutable
e.	Vapor Pressure	32 mm Hg (Est.)
f.	Boiling Point	103°C/217°F (Est.)
g.	Density	10.8 to 11.3 lbs/gal

3.0 **EXECUTION**

3.1 **SHIPMENT AND DELIVERY OF PRODUCT**

3.1.1 Shipment of Product

Shipments of liquid sodium bisulfite to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be by 4500 gallon rubber lined tank trucks. Trucks and tank trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

All shipments to the plant shall be accompanied by a Certificate of Analysis. Information included on this certificate shall include the parameters listed in Paragraph 2.2 along with the specific gravity of the material. A certified weight ticket shall also be provided.

3.1.2 Delivery of Product

Delivery shall be made on an "as needed" basis within forty-eight (48) hours of notice. Deliveries shall be accepted only between 7:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise mutually agreed upon by City and Contractor.

All deliveries shall weigh in and weigh out on the plant scales.

The Contractor, the Contractor's truck drivers, and their related support personnel shall adhere to plant safety regulations while on the plant site.

The contractor shall supply a Spill Response Plan and Safety Plan prior to first delivery.

3.1.3 Unloading of Product

Any material spilled from the truck during unloading or while it is on site shall be cleaned up by the Contractor's truck driver or his support personnel.

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 Contractor's trucking company will be directed to the Contractor, not the City since the City has no contractual obligation with the trucking company. It will be the responsibility of the Contractor to make such claims to the City.

The Contractor's trucking company shall not dismantle or adjust any of the plant's equipment, piping or tanks without permission of plant personnel.

3.2 **SAMPLING AND TESTING OF PRODUCT**

3.2.1 Sampling

The City, at its own discretion, may initiate sampling of each load or random sampling. Each sample shall consist of a one (1) liter (minimum) grab sample per tank truck. This sample shall be collected from each tank truck prior to unloading. Split samples shall be furnished to the Contractor upon request. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number.

Samples shall be retained for 30 days by the plant laboratory before discarding.

3.2.2 Testing

The plant laboratory shall perform the following tests on all samples collected:

- |       |    |                           |                           |
|-------|----|---------------------------|---------------------------|
| 3.3.1 | a. | NaHSO <sub>3</sub>        | % concentration by weight |
|       | b. | SO <sub>2</sub> Available | % concentration by weight |

The following test procedures will be utilized in performing the above tests:

- |    |                           |  |
|----|---------------------------|--|
| a. | NaHSO <sub>3</sub>        | Normally accepted Industrial Standards |
| b. | SO <sub>3</sub> Available | Normally accepted Industrial Standards |

Results of above tests will be provided to Contractor upon requests.

The Contractor will be notified immediately of any samples not meeting the maximum and minimum concentrations of the above parameters listed in Paragraph 2.2.

**3.3 PAYMENT AND PENALTIES**

**3.3.1 Payment**

The basis for payment shall be the dry weight of sodium bisulfite delivered and unloaded at the plant site.

Net weight shall be based on product analysis and scale weights.

**3.3.2 Penalties**

Any tank truck load of sodium bisulfite not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected. The Contractor shall still be responsible for providing the product on seventy-two (72) hour notice.

If it is necessary to reject more than four (4) tank truck loads, it shall be grounds for the termination of this contract.

**3.3.3 Other**

The City of Chattanooga reserves the right to cancel the remainder of the contract should the Contractor fail to meet specifications and/or delivery requirements.

**3.3.4 PAYMENT OF SERVICES**

3.3.5 The City will make payment to the Vendor according to the City's normal policies and procedures.

3.3.6 Invoices must list a valid e-mail address for billing questions and inquiries.

3.3.7 Invoices must be sent to the City on the Invoice Date.

3.3.8 Invoices must be accurate and complete, with all appropriate backup documentation, and 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 a copy sent to:

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