

BID SOLICITATION



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

BID OPENING DATE AND TIME:

19-MAR-14 at 2:00 PM

BID NUMBER: 303222

BUYER:

PHONE #: (423) 757-5184

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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 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 89576 Ordering Dept.: Waste Resources Buyer: Geoffrey Hipp 423-643-7233 *****					
DESCRIPTION: This shall be a twelve (12) month blanket contract for the Supply and Delivery of Hydrochloric Acid for the Waste Resources Division. The contract may be renewed for two (2) additional twelve (12) month terms under the same Terms and Conditions by Mutual Agreement. The City of Chattanooga and the Contractor may bilaterally extend the contract by Written Confirmation by both parties at least 30 days prior to the contract's current expiration date into any successive term as provided herein. *****					
ATTACHMENTS: - Specifications - Affirmative Action Plan - Standard Terms and Conditions; (http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions) *****					
*** BIDS MUST BE RECEIVED NO LATER THAN *** ***** 2:00 PM ON MARCH 19, 2014 ***** *****					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (303222) ON OUTSIDE PACKAGING *****					
ALL SHIPPING CHARGES SHALL BE INCLUDED IN BID PRICES. *****					
NOTE: All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. *****					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If as a result of a general change in prices or discounts, the contract renewal, the price under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date and the prices for these services/materials shall remain firm for twelve (12) months. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated by contractor's notice to Purchasing Agent, whichever is later. *****					
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name _____ Address _____ Phone/Toll-Free No. _____ Fax No. _____ E-Mail Address _____ Contact Person's Name _____					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Estimated Delivery _____					
Minority-Owned Business ___ Small Business ___ Veteran ___					
Minority Woman Owned Business ___ Disabled Veteran ___					
Women-Owned Business ___					

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

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

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

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Inhibited Hydrochloric Acid as specified	1	Gallon	_____	_____

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

SPECIFICATIONS FOR
SUPPLY AND DELIVERY
OF
INHIBITED HYDROCHLORIC ACID
City of Chattanooga, Tennessee
Moccasin Bend Wastewater Treatment Plant
02/14

1.0 GENERAL

1.1 SCOPE OF SERVICES

The scope of services covered by these specifications include the supply and delivery of 6000-8000 gallons, more or less over a twelve (12) month period, of Inhibited Hydrochloric Acid as specified herein. This product will be further diluted with water and used for cleaning piping and filter plates in the City's filter press system.

1.2 BID PROPOSAL

The following information shall be submitted with all bids:

1. Unit price per gallon 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. Maximum loads that can be accepted by the City shall be no more than 1000 gallons. The City shall share any savings if such loads will be "shared" with nearby customers.
4. Name and phone numbers of person to contact for ordering shipments.
5. Estimated time between placing of order and actual delivery.
6. 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.
7. Copies of product data sheet and material safety data sheet.
8. Names and location of material producer.

PARAMETER	PROPERTY
a. Strength in Baume	20.6 Be
b. Specific Gravity	1.1655 @ 60 degrees F
c. Color (A.P.H.A.)	10
d. Extractable Organic Compounds	<1 PPM
e. Iron (Fe)	<1 PPM

3.0 EXECUTION

3.1 SHIPMENT OF PRODUCT

Shipments of Inhibited Hydrochloric Acid to the Moccasin Bend Wastewater Treatment Plant at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405 shall be in approved containers or totes. Delivery trucks and trailers shall meet and be approved for all D.O.T. specifications, standards, and regulations.

The City's Hydrochloric Acid storage tank has a capacity of 1000 gallons and therefore the delivery excepted will be a maximum of 1000 gallons.

Bidders are invited to visit Moccasin Bend Wastewater Treatment Plant PRIOR to bidding to review the City's hydrochloric acid storage tank, tank filling connections, unloading area, and safety equipment. It will be the Bidder's responsibility to unload the chemical using the safest way possible.

Defective containers from which Inhibited Hydrochloric Acid cannot be unloaded because of defective valves, pumps, viscosity, or other reasons shall be rejected and returned at the Vendor's expense.

A Certificate of Analysis shall accompany all shipments. Information included on this certificate shall include the parameters listed in Paragraphs 2.2 and 2.3 of these specifications. A certified weight ticket shall also be provided.

3.2 DELIVERY OF PRODUCT

Delivery shall be made on an "as needed" basis within seventy-two (72) hours of notice. Deliveries shall be accepted only between 7:00 a.m. and 3:00 p.m., Monday through Friday, except during emergencies.

The Contractor, the Contractor's truck drivers, and their related support personnel shall adhere to plant safety regulations while on the plant site. Those not wanting to follow the regulations will not be allowed back on the plant site.

3.3 UNLOADING OF PRODUCT

Vendor shall provide all hoses and hose connections necessary to connect to the City's storage tank loading station for filling the tank with product.

Unloading of product shall not be initiated until a City representative is present and any required sample collection is accomplished.

Vendor shall provide "catch" bucket at the point of hose connection from the truck to the City's loading station to contain any drips or spills.

Any material spilled from the truck during unloading shall be cleaned up by the Vendor's truck driver or support personnel.

Plant air is available for unloading the tank trucks.

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.

3.4 SAMPLING AND TESTING

3.4.1 – Sampling of Tank Trucks

Samples shall be taken on the plant site. Each sample shall consist of 250 ml (approximately 8 ounces) minimum grab sample per delivery container. This sample shall be collected from each delivery container prior to unloading. Split samples shall be furnished to the Vendor upon request. Samples shall be properly labeled with time, date, person sampling, and shipping ticket number.

The plant laboratory shall retain samples for 30 days before discarding.

3.4.2 – Testing

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

HCL	% concentration
-----	-----------------

Results of above tests will be provided to Vendor upon request.

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

4.0 PAYMENT AND PENALTIES

4.1 PAYMENT

The basis for payment shall be the volume in gallons of Inhibited Hydrochloric Acid delivered and unloaded at the plant site. Volume shall be determined based on weight of product delivered.

Net weight shall be based on the weight of product as tested by the plant laboratory and weighed by the plant scales. Scale calibration reports will be provided to Vendor on request.

Payment shall be in accordance with the City's normal payment procedures.

4.2 PENALTIES

Any delivery container of Inhibited Hydrochloric Acid not meeting any of the maximum or minimum concentration for the parameters listed in Paragraph 2.2 shall be rejected. The Vendor shall still be responsible for providing the product on seventy-two (72) hour notice.

If it is necessary to reject more than four (4) deliveries, 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 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.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or cancelled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is cancelled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workman's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded the Contractor. The liability limits shall not be less that that required by statute (TCA 50-6-113).

Commercial General Liability Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive commercial general liability coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments

The liability limits shall not be less than \$2,000,000.

The commercial general liability insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringements. Commercial general liability insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Automobile Liability Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than \$300,000.