LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on annual water filtration plant chemicals. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **10:30 a.m. March 31, 2020** at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or [www.townofsmyrna.org](http://www.townofsmyrna.org). Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
Sealed Bid WTP & WWTP Chemicals / March 31 @ 10:30 a.m.
315 South Lowry Street
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations, faxed quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

BY: REX S. GAITHER
ASSISTANT TOWN MANAGER

TO BE RUN: March 17, 2020

____________________________________
Company
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</tbody>
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SECTION I - GENERAL INFORMATION

A. The Town of Smyrna desires to purchase annual water filtration and wastewater treatment plant chemicals for the fiscal year July 1, 2020 through June 30, 2021. Products will be ordered as needed.

   Plant Locations:
   Water Treatment Plant  Wastewater Treatment Plant
   156 Sharp Springs Road  100 Jack Hunter Drive
   Smyrna, TN  37167     Smyrna, TN  37167

B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.

C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.

D. Section III, IV and Agreement must be completed and included as an integral part of each bidders proposal. Agreement should be signed and attested, but not dated.

E. Freight shall be paid by vendor and should be included in unit price bid.

F. The Town is a tax exempt organization.

G. Mail is delivered after 11:00 a.m. Monday through Friday.

H. The Town reserves the right to select the best individual unit price.

I. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.

J. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.

K. By submission of this bid, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act. [here]
SECTION II - SPECIFICATIONS

The Town of Smyrna has approved the water filtration and wastewater treatment chemicals in this invitation to submit quotations. Equals must be approved prior to bid opening by the plant manager. In case of a tie, the award will be made by: (1) The vendor that is awarded other items, or (2) Recommendation of plant manager.

Water Treatment Plant Manager, Kevin Relford. Phone (615) 459-3574. E-mail: kevin.reford@townofsmyrna.org.

Wastewater Treatment Plant Manager, Leland Noble. Phone (615) 459-6439. E-mail: leland.noble@townofsmyrna.org.

THIS ORDER IS TO BECOME EFFECTIVE JULY 1, 2020 AND TO EXPIRE JUNE 30, 2021. However, upon mutual agreement of both parties, the bid proposal may be renewed by the Town of Smyrna for a period of two successive one-year periods under the same price, terms, and conditions as in the original proposal.

Contract Agreement

Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreement shall be signed and attested, but not dated, by the proper business representative and submitted with the bid proposal. An executed contract will be forwarded to winning vendor after Council approval.

SAFETY DATA SHEET (SDS)

In accordance with Tenn. Code Ann. § 6-56-307, manufacturers of chemical products which are the subject of purchase contracts for the Town of Smyrna shall create, list, and maintain a Material Safety Data Sheet (MSDS) for such chemical products on the national MSDSSEARCH repository or the manufacturer's web site so that the information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. BIDS WHICH FAIL TO CERTIFY COMPLIANCE WITH THIS PROVISION WILL BE REJECTED.

SMYRNA/LOCAL BUSINESS LICENSE

Compensation of more than $50,000 from contracts performed in one county by a contractor described in Tenn. Code Ann. § 67-4-708(4)(A) will be sourced to that county and the tax from such contracts will be distributed to that county. Compensation of $50,000 or less from contracts performed in one county by such person will be sourced to the county of the person’s domicile or location. If the person does not have a domicile or location in Tennessee, such compensation will be earmarked and allocated to the state’s general fund.

For purposes of distribution of the municipal business tax provided for in Tenn. Code Ann. § 67-4-705, receipts will be sourced to the municipality in which the person’s established physical location, outlet, or other place of business is located. Receipts from sales made by persons operating from an established physical location, outlet, or other
place of business in one municipality who extend their operations outside the
boundaries of the municipality without establishing a physical location, outlet, or place of
business outside the boundaries of the municipality will be sourced to the municipality in
which the person’s established physical location, outlet, or other place of business is
located.

If the person has no established physical location, outlet, or other place of business in
the state, then such receipts will not be subject to the municipal business tax. Receipts
from all taxable sales of any services or tangible personal property by a provider of
video programming services will be sourced to the municipality where the property or
service is received by the customer regardless of whether or not the provider has a
physical location, outlet, or other place of business in that municipality.

Compensation of more than $50,000 from contracts performed in one municipality by a
contractor described in Tenn. Code Ann. § 67-4-708(4)(A) will be sourced to that
municipality and the tax from such contracts will be distributed to that municipality.
Compensation of $50,000 or less from contracts performed in one municipality by such
person will be sourced to the municipality of the person’s domicile or location. If the
person does not have a domicile or location in Tennessee, such compensation will not
be subject to the municipal business tax. (from Tennessee Business Tax Guide/ Tenn.
Dept. of Revenue 2019)

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain for the duration of the contract insurance
against claims for injuries to persons or damages to property which may arise from or in
connection with the performance of the work hereunder by the Vendor, its agents,
representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
   Workers Compensation insurance shall be in compliance with the State of
   Tennessee and shall be statutory. Employers Liability shall be included with a
   minimum limit of $500,000 per accident/per disease/per employee.

2. Commercial General Liability
   Commercial General Liability insurance shall have a minimum limit per
   occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. It
   shall include completed operations, product liability and personal injury liability
   insurance.

3. Automobile Liability
   Automobile Liability Insurance shall have a minimum combined single limit per
   occurrence of $1,000,000. This insurance shall include third-party bodily injury
and property damage liability for owned, hired, borrowed and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
   a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the vendor.

   b. The Vendor’s insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Vendor’s insurance.

2. Workers Compensation and Employers Liability Coverage
   The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Vendor for the Town of Smyrna.

3. All Coverages
   a. Coverage shall not be canceled, suspended, or voided by either party (the Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor’s policy.

   b. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.

   d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.

   e. Any failure of the Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.
D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

E. VERIFICATION OF COVERAGE

The Vendor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.

Upon failure of the Vendor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

The Certificate of Insurance naming the “Town of Smyrna” as Additional Insured shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Kay Charles
315 S Lowry St
Smyrna, TN  37167

It can also be submitted electronically to kay.charles@townofsmyrna.org. The subject line has to indicate the name of the project.

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Vendor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor’s Certificates at any time.

G. WORKERS’ COMPENSATION INDEMNITY

In the event Vendor is not required to provide or is exempt from providing workers’ compensation coverage, the parties hereby agree that Vendor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and
volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Vendor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney’s fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Vendor and persons employed by or utilized by the Vendor in Vendor’s performance of this Agreement.

The vendor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the vendor’s employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the vendor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure, regardless of any language in any attachment or other document that the Vendor may provide.

APPLICABLE LAW:

Any contract resulting from this RFP shall be governed by and construed under the laws of the State of Tennessee.
Water Treatment Plant

1. **Calcium Oxide (Quick Lime)** for the water plant is a direct additive used in the treatment of potable water. The material must meet NSF/ANSI Standard 60 and AWWA Standard B202 (latest revision), including requirement for slake test (see Section 4.3 of standard; material must rise a minimum of 40°C within first 3 minutes of reactivity test) and shall be suitable for pneumatic unloading by the hauler. Samples of product submitted for this bid may be requested for slake testing prior to approval. The material shall be homogenous and in granular form, uniform particle size #10 Mesh X 0". The material shall be free from dirt, fibers, lint, chips, trash, or other foreign matter. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. The Company supplying Calcium Oxide will be responsible for cleanup of any spills occurring during chemical transfer from tanker truck to silo that results from faulty methods/equipment or delivery operator error during transfer of the chemical from the tanker truck to the fill line connection to include disregard of high level alarm. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery. All shipments must be accompanied with a certified weight certificate.

**Delivery Information**

<table>
<thead>
<tr>
<th>Silo Capacity</th>
<th>70 Ton Working Capacities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fill Connection</td>
<td>4” Male Camlock Fitting</td>
</tr>
<tr>
<td>Off Loading Air</td>
<td>Air must be provided on truck</td>
</tr>
<tr>
<td>Length of Hose Required</td>
<td>40 feet (minimum)</td>
</tr>
</tbody>
</table>

**Typical Properties (Chemical)**

<table>
<thead>
<tr>
<th>Property</th>
<th>Average (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss on Ignition (LOI)</td>
<td>1.74</td>
</tr>
<tr>
<td>Carbon Dioxide (CO2)</td>
<td>0.59</td>
</tr>
<tr>
<td>Sulfur (S)</td>
<td>0.048</td>
</tr>
<tr>
<td>Available Calcium Oxide</td>
<td>92.99</td>
</tr>
<tr>
<td>Calcium Oxide (CaO)</td>
<td>96.99 by weight or greater</td>
</tr>
<tr>
<td>Magnesium Oxide (MgO)</td>
<td>0.84</td>
</tr>
<tr>
<td>Silica (SiO$_2$)</td>
<td>0.96</td>
</tr>
<tr>
<td>Ferric Oxide (Fe$_2$O$_3$)</td>
<td>0.27</td>
</tr>
<tr>
<td>Alumina (Al$_2$O$_3$)</td>
<td>0.29</td>
</tr>
<tr>
<td>Heavy Metals</td>
<td>0% by weight</td>
</tr>
</tbody>
</table>

**Typical Properties (Physical)**

<table>
<thead>
<tr>
<th>Property</th>
<th>Average (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>&gt;95% Passing #10 Mesh</td>
</tr>
<tr>
<td>30 Second Heat Rise</td>
<td>14.9° C rise</td>
</tr>
<tr>
<td>3 Minute Heat Rise</td>
<td>Min 40°C rise</td>
</tr>
<tr>
<td>Total Active Slaking Time</td>
<td>&lt; 5 minutes</td>
</tr>
<tr>
<td>Residue</td>
<td>0.23% (Max 0.50%)</td>
</tr>
</tbody>
</table>

**Purchase Quantities:**

| Bulk (24 tons) |

**Estimated Annual Usage:**

| 1,550 tons |
2. **CALCIUM THIOSULFATE** for the water plant shall be used for de-chlorination of waste membrane cleaning solutions. Material shall be BSP CAPTOR or approved equal. The material must meet NSF/ANSI Standard 60. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. An affidavit of compliance with this specification is required with each load. All shipments must be accompanied with a certified weight certificate.

**Delivery Information**

<table>
<thead>
<tr>
<th>Description</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tank Capacity</td>
<td>1500 Gal Working Capacity</td>
</tr>
<tr>
<td>Fill Connection</td>
<td>2” Male Camlock Fitting</td>
</tr>
<tr>
<td>Off Loading Air</td>
<td>Air must be provided on truck</td>
</tr>
<tr>
<td>Length of Hose Required</td>
<td>40 feet (minimum)</td>
</tr>
</tbody>
</table>

**Typical Properties:**

- **Form:** Liquid
- **Calcium Thiosulfate:** 30% by weight
- **Color:** Clear to near clear
- **Specific Gravity:** 1.245
- **pH:** 6.5 to 8.0
- **Density:** 10.40 lbs/gal

- **Purchase Quantities:** 10,400 lbs. (1,000 gallons)
- **Estimated Annual Usage:** 50,000 lbs. (~4,800 gallons)

3. **Powdered Activated Carbon (PAC)**

**A. Technical Requirements**

1. The Town of Smyrna Water Treatment Plant is requesting quotations for powdered activated carbon in bulk transport. The delivery trucks shall be suitable for pneumatic unloading by the hauler. The water plant will be using approximately 200 to 1200 pounds of PAC a day depending on the seasonal changes. Dosages can and will increase and decrease as demand deems necessary (0-10ppm). The Town of Smyrna does not guarantee a usage amount.

2. The PAC to be supplied shall be virgin, powdered, and manufactured under carefully controlled conditions.

3. The PAC shall be suitable for use in a potable water treatment plant and be effective in the removal of Total Organic Carbons (TOC), including but not limited to taste and odor compounds. The PAC shall be visually free of clay, dirt and deleterious material.
4. Provided PAC is for the treatment of potable water supplies and shall conform to the requirements of the most current edition of AWWA B-600.

5. The PAC shall meet the minimum standards and performance criteria regarding material specifications and physical properties. The performance criteria for several different carbons have been tested through plant trials at our facility. The performance criteria of TOC removal was used to evaluate performance on our source water. Additional plant trials will not be evaluated during this bid process. Bids will be awarded based on performance of TOC removal and cost submitted at delivered price per pound.

6. All submitted activated carbons shall be NSF approved. (Product and Facility).

7. Safety Data Sheets and Product Data Sheets are to be included with all submitted bids.

B. Requirements of the activated carbon supplier:

1. Each plant of manufacture must be a restricted access facility. The production facilities must be in complete control of manufacturing, milling, loading/packaging, and finished product quality from the time that the raw material enters the plant until the finished product is shipped to the customer.

2. The supplier must be certified to ANSI/NSF Standard 61 at the activation plant (not a warehouse or re-processing facility). The supplier tendering a bid must be the same company listed by UL or NSF under Standard 61, with the plant site identified and the raw material specified. (This will ensure proper & regular auditing of the facility as well as independent sampling & analyses of finished products. The integrity of plant Quality Assurance data and traceability of lot numbers produced are also verified.) Proof of certification must be submitted with bid.

1. The activated products offered must be pre-approved by the utility and the activated carbon manufacturer must have a minimum of 15+ years of experience serving the potable water industry.

2. Deliveries will take place in trailers sealed by numbered security seals at every trailer opening, allowing the customer to inspect the seals, verify the correct numbers, and ensure that the shipment was not tampered with during transit. Dedicated carriers shall be used for product deliveries. **Certified Scale Weights are required for all deliveries.**

   - Utilizing trailers intended for the transport of activated carbon designed for use in potable water.
3. Each driver shall carry two forms of photographic identification. A Commercial Driver’s License and a Company-issued ID badge. The bulk trailer shall be loaded with product and sealed within the production plant.

4. Detailed specifications and material quality and testing results shall be submitted to the Owner for review and approval prior to delivery. Manufacturers test reports shall include the following information:
   a. Manufacturer’s name
   b. Material source and manufacturer plant location
   c. Date of sampling
   d. Lot or stockpile number identification
   e. Demonstration of compliance with physical properties and specifications

5. If a spill should occur as a result of equipment failure from the truck to the silo fill line connection point, it will be the responsibility of the carbon supplier to clean the site/affected area. It will be the responsibility of the carbon supplier to monitor the level within the silo not to overfill the silos.

Typical Properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iodine Number</td>
<td>950mg/g Min.</td>
</tr>
<tr>
<td>Moisture</td>
<td>8% Max.</td>
</tr>
<tr>
<td>Mesh Size (U.S. Sieve Series)</td>
<td></td>
</tr>
<tr>
<td>Less than 100 mesh (150µm)</td>
<td>99% Min.</td>
</tr>
<tr>
<td>Less than 200 mesh (75µm)</td>
<td>95% Min.</td>
</tr>
<tr>
<td>Less than 325 mesh (45µm)</td>
<td>90% Min.</td>
</tr>
</tbody>
</table>

Material Quality and Testing

1. The quality of the PAC shall be determined by testing in accordance with the following standards:
   Laser Particle Size Distribution or Alpine Sieve analysis  AWWA B600
   Moisture                                               AWWA B600
   Tamped Apparent Density                                AWWA B600
   Iodine Number                                          ASTM D4607-8
TESTING AND APPROVAL

A. Material Testing

Test Reports

1. The Activated Carbon supplier shall submit Certificates of Analysis to ensure that the PAC provided meets the required specifications. Test reports on the representative samples of PAC shall contain at minimum the following information:

   - Mesh size confirmation
   - Bulk Density, tamped and listed in lb. /ft\(^3\)
   - Iodine number
   - Moisture as packed (percent)

2. The Activated Carbon supplier may be required to submit a representative sample of the PAC media at least two (2) weeks prior to the contracted delivery date along with a written statement certifying that the sample of the PAC material is representative of the PAC media that will be shipped and installed under this contract.

3. The sample(s) must be submitted in clean, vapor-proof containers, plainly marked with the name and address of the manufacturer and identified as to the lot number of the contents. Testing materials shall be in accordance with the testing methods of the AWWA Standard for Powdered Activated Carbon (AWWA B-600) and appropriate ASTM standards.

4. All carbon must be pre-approved by the Town of Smyrna Water Treatment Plant management prior to bidding. No exceptions will be made.

5. The supplier will be bidding a delivered price per pound on the carbon.

Delivery Information

- Silo Capacity: 48 Ton Working Capacities
- Fill Connection: 4” Male Camlock Fitting
- Off Loading Air: Air must be provided on truck
- Length of Hose Required: 40 feet (minimum)
- Purchase Quantities: Bulk Deliveries of 22 Tons
- Estimated Annual Usage: 118 Tons
4. **Hydrofluorosilicic Acid** or HFS shall be a 23% solution with an available fluoride ion concentration of 18% according to the following chemical and physical specifications. This product must meet the current AWWA Standard B703-06 and B703a-08 (or latest version) and the ANSI/NSF Standard 60 for Fluorosilicic Acid. Hydrofluorosilicic acid will be purchased in full truckloads of approximately 40,000 pounds. The Company supplying Hydrofluorosilicic Acid will be responsible for cleanup of any spills occurring during chemical transfer from tanker truck to bulk tank that results from faulty methods/equipment or delivery operator error during transfer of the chemical. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery.

**Delivery Information**

- Tank Capacity: 5,600 Gallon Working Capacities
- Fill Connection: 2" Male Camlock Fitting
- Off Loading Air: Air must be provided on truck
- Length of Hose Required: 40 feet (minimum)

**Typical Properties:**

<table>
<thead>
<tr>
<th>Chemical Specifications</th>
<th>Physical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assay (H₂SiF₆)</td>
<td>Specific Gravity</td>
</tr>
<tr>
<td>23.00% Minimum</td>
<td>1.234 (H₂O for 25%) @ 60°F</td>
</tr>
<tr>
<td>Fluorine (F)</td>
<td>Specific Gravity</td>
</tr>
<tr>
<td>18.22% Minimum</td>
<td>1.212 (H₂O for 23%) @ 75°F</td>
</tr>
<tr>
<td>Heavy Metals, as Lead (Pb)</td>
<td>Bulk Density</td>
</tr>
<tr>
<td>0.02% Maximum</td>
<td>10.29 lbs/gal for 25% @ 60°F</td>
</tr>
<tr>
<td>Hydrofluoric Acid (HF)</td>
<td>Bulk Density</td>
</tr>
<tr>
<td>Less than 1.00%</td>
<td>10.10 lbs/gal for 23% @ 75°F</td>
</tr>
<tr>
<td>Molecular Weight</td>
<td>Molecular Weight</td>
</tr>
<tr>
<td>144.08</td>
<td>144.08</td>
</tr>
<tr>
<td>Viscosity for 23%</td>
<td>Viscosity for 23%</td>
</tr>
<tr>
<td>6.5 cps</td>
<td>6.5 cps</td>
</tr>
<tr>
<td>Solubility in Water</td>
<td>Solubility in Water</td>
</tr>
<tr>
<td>Complete</td>
<td>Complete</td>
</tr>
<tr>
<td>pH of 1% Solution</td>
<td>pH of 1% Solution</td>
</tr>
<tr>
<td>1.2</td>
<td>1.2</td>
</tr>
<tr>
<td>Color (APHA)</td>
<td>Color (APHA)</td>
</tr>
<tr>
<td>&lt; 200 units (in accordance with method 2120B)</td>
<td>&lt; 200 units (in accordance with method 2120B)</td>
</tr>
</tbody>
</table>

Appearance and Odor: Aqueous solution, water white to straw-yellow, corrosive acid, irritating to skin and having pungent odor.

Purchase Quantities: Bulk (20 tons)
Estimated Annual Usage: 50 tons
5. **Sodium Chloride** for the water plant shall be used in on-site production of sodium hypochlorite. Material shall be food grade material and shall be Morton Salt Culinox 999. The material must meet NSF/ANSI Standard 60 and AWWA Standard B200 (or latest revision). The material shall be homogenous and in granular form. The material shall be free from dirt, fibers, lint, chips, trash, or other foreign matter. The material shall be available for inspection by the purchaser at the point of destination before offloading material is approved. The Company supplying Sodium Chloride will be responsible for cleanup of any spills occurring during chemical transfer from tanker truck to Brine tank that result from faulty methods/equipment or delivery operator error during transfer of the chemical from the tanker truck to the fill line connection to include disregard of high level alarm. The Company supplying Sodium Chloride will also be responsible for any damages to equipment for material not in compliance with this specification. A Certificate of Analysis (COA) of compliance with this specification and AWWA standard is required with each load and must be supplied prior to offloading each delivery. All shipments must be accompanied with a certified weight certificate. **Dedicated carriers for Culinox 999 shall be used for product deliveries.**

**Delivery Information**

<table>
<thead>
<tr>
<th>Silo Capacity</th>
<th>47 Ton Working Capacities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fill Connection</td>
<td>4” Male Camlock Fitting</td>
</tr>
<tr>
<td>Off Loading Air</td>
<td>Air must be provided on truck</td>
</tr>
<tr>
<td>Length of Hose Required</td>
<td>40 feet (minimum)</td>
</tr>
</tbody>
</table>

**Typical Properties:**

- Sodium Chloride: 99.99% by weight or greater
- Surface Moisture: < 0.1% by weight
- pH: 5 to 9.5

**Purchase Quantities:** Bulk (25 tons)

**Estimated Annual Usage:** 200 tons
Wastewater Treatment Plant

1. **Liquid Aluminum Sulfate** for the Waste Water treatment Plant shall be 48.5% as Alum. Chemical shall be delivered in quantities of 1,600 gallons. Performance testing is required. Vender shall supply 2,500 gallon storage tank.

**Delivery Information**

| Bulk order | 1200 – 1400 gallon truck |
| Delivery | Pump truck |
| (Must be able to pump alum into the tank from the truck) | |
| Order Quantity | Average 7000 gallons a week |
| Driver Assist | Pump the alum into the tank |

**Typical Properties**

| Form | Liquid |
| Color | Clear to light green |
| Specific Weight | 450 Net pounds |
| Health | 2 Minimal hazard |
| Flammability | 0 Slight hazard |
| Reactivity | 0 Minimal hazard |
| Other | Gloves and glasses |
| Hazard Class | 8 |

**Estimated annual usage** 182,000 Gallons
### SECTION III - PRICE QUOTATION – WATER TREATMENT PLANT

1. **CALCIUM OXIDE**

   UNIT PRICE DELIVERED
   - Bulk (24 tons)
     - $___________ lb.
   - Manufacturer
     - ___________
   - Delivery Date ARO
     - ___________

2. **CALCIUM THIOSULFATE**

   UNIT PRICE DELIVERED
   - Bulk (10,400 lbs./1,000 gallons)
     - $___________ lb.
   - Manufacturer
     - ___________
   - Delivery Date ARO
     - ___________

3. **POWDERED ACTIVATED CARBON**

   UNIT PRICE DELIVERED
   - Bulk (22 tons)
     - $___________ lb.
   - Manufacturer
     - ___________
   - Delivery Date ARO
     - ___________

4. **HYDROFLUOROSILICIC ACID**

   UNIT PRICE DELIVERED
   - Bulk (20 tons)
     - $___________ lb.
   - Manufacturer
     - ___________
   - Delivery Date ARO
     - ___________

5. **SODIUM CHLORIDE**

   UNIT PRICE DELIVERED
   - Bulk (25 tons)
     - $___________ lb.
   - Manufacturer
     - ___________
   - Delivery Date ARO
     - ___________

***Hours of delivery are between 8:00 AM and 3:30PM CST for the Smyrna WTP.***
WASTEWATER TREATMENT PLANT

1. **LIQUID ALUMINUM SULFATE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk (1,200-1,400 gallon truck)</td>
<td>$___________ lb.</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>___________</td>
</tr>
<tr>
<td>Delivery Date ARO</td>
<td>___________</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement is made and entered into as of this ____ day of ______________, 2020, by and between _________________, a ________________ ________, (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of ________________

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the “ISQ”), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the “Quotation”); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the “Bid Documents”); and

WHEREAS, the Town now desires to accept the Bidder’s quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder’s quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from
faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in
conformance with the Agreement. All work not conforming to these requirements, including
substitutions not properly approved and authorized, may be considered defective.

6. **Indemnification.** The parties hereeto agree that Vendor shall indemnify The Town for any and
all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the
performance of their obligations under the terms of the original agreement or this addendum to agreement
and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity
agreement by The Town, including but not limited to court costs, civil judgments, assessments or any
other reasonable fees associated therewith. This clause shall survive the expiration or termination of the
original contract or this addendum to agreement and shall remain in full force and effect until the
expiration of any applicable statute of limitation. In addition, The Town is prohibited by Tennessee law,
as a political subdivision of the State of Tennessee, to agree to indemnify any private or public Vendor or
contracting party and all reference to the local government providing indemnification shall be null and
void by attaching signature to this addendum.

7. **Attorney Fees.** The parties hereeto agree that The Town shall be in no event liable for any
attorney's fees which Vendor may incur due to breach of the original agreement or this addendum
agreement by either party; and further, The Town shall not acquiesce to any term of the original
contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another
party or the Vendor’s attorney fees.

8. **Mediation.** The Town may, at its option, require the attempted resolution of any dispute
arising under the original contract or this addendum to agreement by mediation prior to the filing of any
lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to
file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation
within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation,
Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the
costs of such mediation shall be divided and paid equally between the parties.

9. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within
the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in
accordance with, and governed by, the laws of the State of Tennessee.

10. **Applicable Law / Choice of Forum and Venue.** The parties’ choice of forum and venue shall
be exclusively in the courts of Rutherford County, Tennessee. Any provision of the Agreement held to
violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement as of the date set
forth above.

**TOWN OF SMYRNA, TENNESSEE**

By: ___________________________
Name: Mary Esther Reed
Title: Mayor

**BIDDER:**

By: ___________________________
Title: __________________________

**ATTEST:**

_______________________________
Dianne Waldron, Town Clerk
SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the water treatment plant and wastewater treatment plant chemicals shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this ISQ. Bidders should provide complete detail of exceptions or deviations.

<table>
<thead>
<tr>
<th>Proposal Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section</td>
</tr>
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</tr>
</tbody>
</table>

The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith. By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above.

________________________  _______________________
COMPANY                  FAX NUMBER

________________________  _______________________
REPRESENTATIVE NAME & TITLE  TELEPHONE NUMBER

________________________  _______________________
SIGNATURE                  E-MAIL ADDRESS