

( \_\_\_\_\_ ) Published in The Wichita Eagle, Wednesday, April 27, 2016

## **REQUEST FOR PROPOSAL NO. – FP640023**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., TUESDAY, MAY 17, 2016.** **One (1) original and twelve (12) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP640023"** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

### **PUBLIC WORKS & UTILITIES/SEWAGE TREATMENT DIVISION**

#### Odor and Corrosion Control Services

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <https://ep.wichita.gov>.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Tuesday, May 17, 2016.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 22nd day of April, 2016.

Melinda A. Walker  
Purchasing Manager

## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
  - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
  - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
  - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.**

CITY OF WICHITA  
PUBLIC WORKS & UTILITIES DEPARTMENT  
SEWAGE TREATMENT DIVISION

SPECIFICATIONS FOR THE  
ODOR AND CORROSION CONTROL SERVICES AT WASTEWATER  
TREATMENT FACILITY

SCOPE:

The City of Wichita (City) is accepting proposals to provide treatment of odors in the municipal sewer collection system. All qualified products should have performance enhancing capabilities in both the collection system as well as the wastewater treatment plants that are serviced by the collections system. The treatment location(s) are located in the basin area defined in the map, incorporated herein as Exhibit A.

The City seeks a firm that will provide products, equipment and services that will control hydrogen sulfide odors in the collection system serving Wastewater Plant 1, as well as, at the primary clarifier at Plant 2, including;

- *Implement a program to control the hydrogen sulfide and/or other causal factors*
- *With the program in place, monitor and record the hydrogen sulfide and/or other causal factors to measure program effectiveness*

Proposers shall submit one (1) original and twelve (12) copies. Proposals are due by 3:00 p.m., Tuesday, May 17, 2016. All proposals shall include an authorized signature (person approved to obligate the firm) on the proposal cover.

All questions or inquiries regarding these specifications shall be directed to Rebecca Lewis, [rlewis@wichita.gov](mailto:rlewis@wichita.gov)

The City will contract with a supplier to provide product as needed throughout the collection system. All application locations and mechanisms will be based on the supplier's recommendations and will have to be approved by the City staff prior to implementation. The successful proposer will have the option of:

1) providing the product, materials, initial oversight, permits and licensing that meet the scope of this proposal and/or 2) agree to furnish all equipment, supplies, labor, superintendence, permits, license, etc. that may be required to affect the work.

The vendor with the best Proposal will agree to enter into a formal agreement with the City of Wichita standard contract terms to provide the services, according to the specifications for one (1) year, with the option to renew a said contract, under the same terms and conditions for an additional two (2) one-year periods by mutual consent of both parties. The contract would be subject to cancellations upon thirty (30) day written notice by the City. The City will accept alternative contract terms for the benefit of both parties.

The successful Proposer can provide the service at the time the contract is awarded.

## INDEPENDENT CONTRACTOR

The relationship of the successful supplier to the City will be that of an independent contractor.

## FORCE MAJEURE

The obligations of the City of Wichita and the Contractor are subject to strikes, riots, wars, acts of God, accidents, governmental order and regulations, and other similar or different contingencies beyond control of the City or the Contractor, as may be; provided however, all losses and damages arising out of the work or from the action of the elements or flood overflows or from ground water or and other unusual obstruction or difficulty or any natural or existing circumstance, either known or unforeseen which may be encountered in the prosecution of the work will be sustained or borne by the Contractor at his or her own cost and expense and will not be considered as a result of force majeure.

## SUCCESSFUL PROPOSER IS RESPONSIBLE FOR WORK DONE

The successful Proposer will furnish the prices proposed for all skill, labor; equipment and material required for the complete performance of the Agreement and will fully perform the work according to this specification. Any discrepancies contained in this specification, or the omission from this specification or express reference to any work which was obviously intended under the Contract will not excuse or relieve the Contractor from performance thereof.

## COMPLIANCE WITH LAWS

The successful Proposer will be familiar with all laws, ordinances, and regulations, both current and pending, which may in any manner affect those engaged or employed in the work, or the equipment used in the work, and no plea of misunderstanding will be considered on account of ignorance thereof.

## RIGHT OF THE CITY TO TERMINATE CONTRACT

In the event the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by the Contractor without the written consent of the City; or if the Contractor is adjudged bankrupt; or if a general assignment of the Contractor's; asset is made for the benefit of the Contractor's creditor; or if a receiver is appointed for the Contractor or any of the Contractor's property; or if at any time the City determines that the performance of the work under this Contract is not being satisfactorily prosecuted or is being unnecessarily delayed, that the Contractor is violating any condition of the Contract that the Contractor is executing the same in bad faith or otherwise not in accordance with terms and intent of a said contract or if the Contractor allows the insurance required under this Agreement to expire prior to termination of this Agreement, then the City may serve written notice upon the Contractor of such deficiencies, and the

City's intention to terminate the Contract. If, within five (5) days after serving of such notice, no satisfactory arrangements are made to correct the same, this will terminate. In the event of such termination, the City, without penalty may take over and prosecute the work, by contract or otherwise. The Contractor will be liable for all excess cost sustained by the City for reason of such prosecution and completion.

#### PAYMENT FOR LABOR, MATERIAL AND SERVICES

Contractor will pay as they become due all taxes, utility charges, permit fees and similar expenses incurred by the Contractor in the performance of the Agreement, all just claims for work and performed on or about said work, and all skill or labor. Materials and equipment purchased for or furnished in the execution of the law.

#### CITY'S PROPERTY DAMAGES

The Contractor will correct any damages caused by the Contractor during the execution of this Contract. The City and Contractor will agree to schedule of repairs within twenty-four (24) hours of knowledge of the occurrence. If the Contractor fails to make repairs on schedule, the City may repair the damage, and deduct the cost from the Contractor's payments accordingly. Contractor agrees to hold the City harmless from claims for damages' and/or penalties. The City also reserves the right to prosecute the Contractor for violation of the law.

#### MATERIAL SPILLAGE

A spill prevention control and a countermeasure plan addressing the measures taken to prevent spills and clean-up of spills if they take place, must be submitted for the review and approval of the City staff. **Any spillage must be cleaned up promptly.** Unless otherwise authorized by the City, the Contractor must clean up spillage within one (1) hour after notification. If the City is forced to clean up spillage, Contractor will be assessed direct costs plus One Hundred Dollars (\$100.00) liquidated damages for administrative costs. Four (4) such incidents over the duration of the contract could result in the contract termination.

#### ENVIRONMENTAL CONDITIONS

Product will be compatible with the characteristics of normal sewage flow. If the product produces conditions in the collection system and/or treatment plants that cause threat to the structure or personal health the Contractor will notify the City immediately. The Contractor will discontinue applications and take step necessary correct the situation. The application of the product should not create conditions that will prevent City personnel from being able to work safely in normal work areas with standard personal protection equipment.

## PRODUCT PARAMETERS

The product will enhance the conditions of the wastewater stream either chemically and/or biologically to promote reduction of odors, fats, oils, greases and solids in the wastewater collection and treatment systems. The material can be in liquid or solid form.

All products or product combinations must meet all applicable pretreatment standards and material safety data sheets will need to be provided for all materials prior to any product testing. Specifically products shall meet the following criteria for acceptable materials discharged into the collection system.

### **TRACE ELEMENTS MAXIMUM LIMITS (mg/l)**

Arsenic	1.00
Cadmium	0.75
Chromium	90.00
Copper	35.00
Lead	15.00
Manganese	1,200
Mercury	0.02
Molybdenum	20.00
Molybdenum (Avg.)	10.00
Nickel	40.00

### **TRACE ELEMENTS MAXIMUM LIMITS (mg/l) cont.**

Selenium	0.20
Zinc	12.00
Total Organic Carbon	<300.00
Free Acid as HCL	<1.00 percent
Oils	100

The pH of the collection system will remain between 5.5 and 10.5. The product added to the system shall not at any time cause conditions in the system to exceed these limits. The product may also be periodically tested by bioassay for toxic properties. All products must also allow the City to maintain an effluent iron limit less than 0.3 mg/l.

No Contractor shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the sewage collection and treatment facilities. No exceptions will be made in for this criteria and the use of any products found creating the above-mentioned conditions will be immediately discontinued.

The influent of the plant will need to meet an average water phase dissolved sulfide limit for the month of 0.5 mg/l and shall not exceed the influent dissolved sulfides of 3.0 mg/l. Influent atmospheric sulfides must meet a monthly average of 20 ppm and shall not exceed 50 ppm. Influent samples will be taken at a minimum of twice daily by City staff.

The pH units are to remain at all points within the collection system at a level between 5.5 and 10.5.

### **SERVICE, PRODUCT & MATERIALS ACQUISITION**

The successful Proposer of a qualified product will provide odor control treatment for the specified collection system that services Plant 1. The average daily flow to the plants is 35 million gallons per day, a third of which is influent flow at plant 2 and two-thirds of which is influent flow at Plant 1. Please provide detail pricing on a gallon or pound usage, and/or equipment costs along with performance measures. Collections systems and previous odor control usage information can be found through the City of Wichita's Public Works & Utilities Department. Contact Rebecca Lewis for additional information required.

### **PRODUCT DESCRIPTION:**

The intent of this specification is to describe the requirements for providing Odor and Corrosion Control Services at the Plant 1 - Grove Street Pump Station at 3100 S Grove and Plant One Clarifier located at the Plant 2 - Lower Arkansas Water Reclamation Facility at 2305 E 57th Street S in Wichita

The Odor and Corrosion Control Services shall consist in part of:

- a. Providing a full service program for controlling hydrogen sulfide concentrations measured at the GSPS Bell Mouth and at the Plant One Clarifier located at the LAWRF utilizing the PRI-SC process (or approved equal). The odor control package shall be delivered as a full service program.
- b. See Figures 1 and 2 for the proposed location of the chemical feed sites and hydrogen sulfide monitoring location(s).
- c. PRI-SC is a patented process, as described in US Patent No. 6,773,604
- d. B2 and 7,147,783
- e. Any proposal that does not include the license to practice PRI-SC will not be accepted.
- f. Providing ferrous chloride dosing systems at 33rd Street and Ohio, and at 31st and Glenn (or suitable alternate location).
- g. Providing a hydrogen peroxide dosing system at the GSPS
- h. Providing an additional hydrogen peroxide dosing system for odor control upstream of GSPS at a site determined by the City.
- i. Providing (2) hydrogen peroxide chemical storage tanks, chemical feed pumps, remote monitoring and control systems, and related appurtenances to provide the required chemical dosing rates.
- j. Providing the required annual volume of ferrous chloride and hydrogen peroxide to meet Odor Control and Corrosion Program Requirements.
- k. Ensure that all chemical inventory is adequate.
- l. Providing access to a web-based control and monitoring site.

- m. This web site shall allow the City to monitor chemical storage tank levels, status of chemical feed pumps, and operational system alarms 24 hours per day.
- n. The City shall have access to any level indication and system alarms through the website.
- o. The Contractor shall control all chemical feed rates.
- p. Providing intermittent field measurements of background dissolved sulfide readings within the trunk sewers leading to the facility.
- q. Providing and recording continuous on-line readings of the hydrogen sulfide concentration at the GSPS and Plant One Clarifier located at the LAWRF.
- r. Providing all labor for project management, operating and maintenance services, and program reporting.
- s. The Contractor shall provide on-site field services to optimize the H<sub>2</sub>O<sub>2</sub> and FeCl<sub>2</sub> feed rates and perform dose response sampling and testing with respect to achieving targeted levels for H<sub>2</sub>S control.
- t. This includes sampling and monitoring of gaseous H<sub>2</sub>S (Odialog – continuous data logging H<sub>2</sub>S monitors), liquid sulfides (grab samples), sewage pH, and temperature.
- u. The Contractor shall provide monthly program updates to designated City PW&U personnel.

#### COLLECTION SYSTEM PARAMETERS

The influent of the plant two will need to meet a monthly water phase dissolved sulfide average of 0.5 mg/l. If in any month this criterion is not met the product feed will be discontinued. If at any time the levels exceed 2.0 mg/l the Contractor will be notified and changes will need to be made to return levels back to less than this upper limit. If levels remain above 2.0 mg/l for three (3) consecutive days or exceed a five-day rolling average of 1.0 mg/l the product will be discontinued.

The Odor Control Program Requirements are as follows:

Program effectiveness will be measured using data from the GSPS BellMouth and the Plant One Clarifier at the LAWRF

Program goals for odor and corrosion control are:

< 10 ppm average gaseous H<sub>2</sub>S from February 1st through October 31st.

< 20 ppm average gaseous H<sub>2</sub>S from November 1st through January 31st

< 0.5 mg/l average dissolved sulfide throughout the entire year

If levels remain above 50 ppm for three (3) consecutive days or exceed a five-day rolling average of 50 ppm the product will be discontinued.

City staff will sample pH with every dissolved sulfide analysis. The pH units are to remain at all points within the collection system at a level between 5.5 and 10.5. If at any time they are outside of these limits the supplier will be contacted and immediate response to determine if the product involvement was a causal factor. If it is discovered that the product is causing the overage the supplier should contact the City's Pretreatment staff prior to taking steps to correct the situation. Influent and effluent metals will be analyzed twice monthly and are subject to being sampled in the collection system at the cities discretion.

#### TEST PROCEDURES:

##### **Liquid (grab) samples Procedure**

*Total sulfide Std. Methods 4500-S2- D. Methylene Blue (Lamotte drop count kit)*

Dissolved sulfide Ditto, using pre-flocculation to remove insoluble sulfides

*pH* Combination glass electrode

*Temperature NIST calibrated thermometer*

*Total iron Std. Methods 3500-Fe D. Phenanthroline (Hach colorimeter)*

Ferrous iron Ditto, but without hydroxylamine reduction step

Dissolved iron Per total iron

Residual H<sub>2</sub>O<sub>2</sub> DPD redox test strips (e.g., EM Quant)

##### **Vapor samples (continuous datalogging)**

H<sub>2</sub>S, ppm App-Tek OdaLog (monitor / datalogger)

#### ADDITIONAL PRODUCT FEATURES

Additional features such as, corrosion control and reduction of Fats Oils & Greases (FOG), will be considered in the product analysis but will not a basis for there successful implementation.

#### PRODUCT/EQUIPMENT DELIVERY

For product delivery, itemized verification of the amounts and locations of the distribution will need to be supplied to the City monthly. This should be submitted by fax to (316) 858-7394 or e-mail [rlewis@wichita.gov](mailto:rlewis@wichita.gov) in the form of an excel spreadsheet. The spreadsheet should include but not be limited to volumes, times, dates and amounts and should list the individual responsible for completing the service.

The delivery of product should begin seven days after award of contract. The startup is expected to be in phases and should be coordinated with City staff and should be complete by the end of ten days.

Within 30 days of the notification of the selected vendor by the City, all necessary equipment will be delivered and installed at sites identified. The vendor shall be responsible for all delivery and installation costs. The startup is expected to be in phases and should be coordinated with City staff and should be complete by the end of ten days.

**SPECIFICATIONS FOR PRI-SC FERROUS CHLORIDE AND PRI-SC HYDROGEN PEROXIDE or APPROVED EQUAL**

1. Ferrous Chloride

Concentration 22-29% FeCl<sub>2</sub>

Specific Gravity 1.27 – 1.32

Insolubles 0.5% maximum

2. PRI-SC Hydrogen Peroxide

Concentration 50%

Specific Gravity 1.2

pH ≤ 3.0

All chemical deliveries must be invoiced reflecting the delivery location and amount of chemical delivered in pounds based on weigh tickets and shall be submitted to the City.

**ADDITIONAL PRODUCT FEATURES**

Additional features such as, corrosion control and reduction of Fats Oils & Greases (FOG), will be considered in the product analysis but will not a basis for there successful implementation.

**EQUIPMENT:**

Provide one (1) 6,000 and (1) 3,000 US gallon double contained, high density polyethylene storage tanks for hydrogen peroxide.

1. The secondary containment shall be sized to provide 110% of storage capacity.
2. The tanks shall be equipped with a reverse level indicator, fill line, overflow port into the secondary containment, leak detection, ultrasonic level sensor, and pressure relief devices specific to hydrogen peroxide service.
3. Labels and placards compliant with local codes shall be supplied.
4. The City will provide (2) 6,000 gallon fiberglass single-walled storage tanks within concrete containment basins for ferrous chloride. Should these tanks be deemed unsuitable for continued use then the Contractor may be asked to provide updated pricing to replace these tanks at the City's sole discretion.
5. Contractor is responsible to ensure that each of the chemical tanks shall be equipped with a reverse level indicator, fill line, ultrasonic level sensor, and overflow port into the secondary containment.
6. Contractor will be responsible to cleaning out existing ferrous chloride tanks at the beginning of the contract period and at increments required to ensure consistent dosing.
7. At the City's discretion the ferrous chloride tanks may need to be painted at Contractor's expense to meet local aesthetic requirements.
8. Labels and placards compliant with local codes shall be supplied.
9. A skid mounted chemical metering pump system shall be provided for each of the (2) ferrous chloride and (2) hydrogen peroxide dosing systems.
10. The pumps shall be capable of local and remote control.

11. All transfer piping, fixtures, enclosures, and fittings shall be fully compatible with the chemicals used and expected environmental conditions (temperature, UV exposure, etc.) to ensure safety and ease of use.
12. There shall be an automated product degassing valve, back pressure valve, flow meter, leak detection, flush port, and pressure indicator for each hydrogen peroxide dosing system.
13. PRV's specific to peroxide service must be used.
14. There shall be at least one back pressure valve, flow meter, fill line filter, suction line filter, pressure gauge, and leak detection per ferrous chloride dosing system.
15. An environmentally friendly, weather resistant, enclosure houses the entire skid to provide leak containment. Where possible, as determined by the City, this should be plumbed to drain to the sewer.
16. An electrical distribution panel, which provides breakers for all high-draw components, and an isolated lockable main disconnect switch for each dosing system.
17. A combination eyewash/safety shower and MSDS right-to-know station for each dosing system.
18. The web-based remote telemetry system shall provide tank level and flow volume readings in gallons and shall monitor inventory and status of chemical feed pumps.
19. The telemetry system shall be capable of controlling the chemical feed pumps remotely.
20. Dosing profiles and chemical feed rates shall be controlled by the Contractor.

#### DELIVERY

1. Installation of all dosing equipment shall be completed 3 weeks following notification from the City.
2. Chemical dosing shall begin immediately following equipment installation and check-out.
3. Should installation take longer, the Contractor shall notify the City immediately.

#### ALTERNATE FEED SITE LOCATION FOR FERROUS CHLORIDE

The City may elect to change the location of the ferrous chloride feed system to enhance odor control.

1. If an alternate feed site is necessary, the City will provide the labor and equipment necessary to move the ferrous chloride feed system to the alternate site.
2. The City will require that a representative of the Contractor be present and available during the moving process to ensure that all equipment is properly handled and protected from damage.
3. In addition, the Contractor will be responsible for ensuring that the equipment is properly installed and ready for use.

Itemized verification of the amounts and locations of the distribution will need to be supplied to the City monthly. This should be submitted by fax to (316) 858-7394 or e-mail [rlewis@wichita.gov](mailto:rlewis@wichita.gov) in the form of an excel spreadsheet.

The spreadsheet should include but not be limited to volumes, times, dates and amounts and should list the individual responsible for completing the service.

The delivery of product should begin seven days after award of contract. The startup is expected to be in phases and should be coordinated with City staff and should be complete by the end of ten days.

Within 30 days of the notification of the selected vendor by the City, all necessary equipment will be delivered and installed at sites identified. The vendor shall be responsible for all delivery and installation costs. The startup is expected to be in phases and should be coordinated with City staff and should be complete by the end of ten days.

## COLLECTION SYSTEM SAFETY

Upon being awarded the contract the supplier will be given limited access to the collection system. This access will be based on information provide to the City prior to implementation. All applicable safety regulations for working in the collection system environment will be followed by the supplier at all times. It is also required that the collection system structure will be unaffected by product feed activities and that any damage caused or noticed by the supplier will be reported immediately. If the manhole is unable to be left in a safe condition the supplier will notify the City and remain at the site until staff can respond.

## EVALUATION CRITERIA

The City of Wichita, at its sole discretion may elect to contract with one or more suppliers, or may elect to not accept any Proposals. Selection criteria will be the best proposal presented for collection system treatment for odors, solids, fats, oil and grease reduction and conformance of the product to the specified product parameters. The evaluation criteria will include:

- a. Ability to meet or exceed requirements listed
- b. Staff qualifications, experience, availability, and expertise
- c. Facility or equipment
- d. Products effectiveness
- e. Price of chemicals
- f. Thoroughness and Completeness
- g. EBE/DBE Participation and/or subcontracting Joint Ventures

Proposed Schedule is as follows:

RFP Advertised	April 27, 2016
Proposals Due	May 17, 2016
Shortlist of Proposals	Week of May 23, 2016
Interviews	Week of May 30, 2016
Award of Contract	June 21, 2016

In the event the regulatory requirements change such that a significant difference in volume of product is required from that listed in this specification, the City will have the option to renegotiate with the selected supplier(s) or solicit revised proposals.

Selected vendors will be required to have an on site visit prior to full-scale implementation. These visits will be used to determine actual proposal conditions. Site visits will be arranged by contacting:

Rebecca Lewis, City of Wichita, Phone (316) 303-8702

Proposers are required to provide three (3) references from municipalities that are using their product in collection system wide projects. These municipalities must be receiving sewage at or above five (5) million gallons of flow per day.

Exhibit A

Chemical Feed Sites



## RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

**Conflict of Interest**

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

## **KANSAS OPEN RECORDS ACT**

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

## **SUBCONTRACTING/JOINT VENTURES**

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

## **EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION**

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.



## CHEMICAL PURCHASE

### General Specifications

A new OSHA Standard (29CFR 1910-1200) is intended to establish uniform requirements to ensure that all chemicals produced, imported or used in the U.S. are evaluated for hazards and that each container, having one or more hazardous substances herein, be labeled, tagged or marked. It also requires that this same hazard information and material safety data sheets be transmitted to affected purchasers (City) and employees.

To safeguard both the City of Wichita and its employees, successful bidders of all products containing one or more substance listed in the **OSHA Standard 29CFR 1910 SUB-PART Z, TOXIC AND HAZARDOUS SUBSTANCES; THE THRESHOLD LIMIT VALUE FOR CHEMICAL SUBSTANCES AND PHYSICAL AGENTS IN THE WORKPLACE - ISSUED BY THE AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENIST; THE NATIONAL TOXICOLOGY PROGRAMS ANNUAL REPORT ON CARCINOGENS OR THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER'S MONOGRAPHS**, must meet the labeling requirements and furnish the necessary material safety data sheets to the City of Wichita.

Substances on these lists are contained in such products as; catalysts, refrigerants, heat transfer fluids; boiler additives, maintenance chemicals and cleaners, waxes and polishes, anti-freeze, adhesives, typewriter cleaners, solvents, paint thinners, etc.

Substances, subject to labeling regulations under the **FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT** (7USC136), the **FEDERAL FOOD, DRUG AND COSMETIC ACT** (21USC 310), the **FEDERAL ALCOHOL ADMINISTRATION ACT**, the **FEDERAL HAZARDOUS SUBSTANCES ACT** (15USC 1261) or the **SOLID WASTE DISPOSAL ACT** (42USC 6901) are exempt from this new OSHA Standard.

Immediately upon receipt of a City of Wichita Purchase Order, the Successful Bidder(s) will mail three (3) copies of the applicable MATERIAL SAFETY DATA SHEETS for each product supplied, **Referencing the Purchase Order Number** to the following address:

City of Wichita  
Safety Officer  
City Hall - 12th Floor  
455 North Main Street  
Wichita, Kansas 67202

2/01/91

## **GENERAL SPECIFICATIONS**

### **PROPOSAL FORMS**

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

### **CONFLICT OF INTEREST**

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

### **LICENSE**

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### **CONTRACT**

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### **EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT**

**The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.**

### **ARBITRATION PROVISIONS**

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

### **ANTITRUST LITIGATION CLAUSE**

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### **CONSTRUCTION - PAVING PROJECTS**

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

### **RESTORATION**

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### **FEDERAL EXCISE TAX**

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### **ESTIMATED QUANTITIES**

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### **CITY OF WICHITA CREDIT CARD**

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

### **DELIVERY**

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

### **AWARD**

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.