



# City of Wentzville

## Request for Proposal Chlorine Feed System

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**CITY OF WENTZVILLE  
WENTZVILLE, MO 63385**

**BID NOTICE  
REQUEST FOR PROPOSAL**

**RFP: B10WW009  
TITLE: CHLORINE FEED SYSTEM**

**RETURN BID TIME AND DATE: 2:00 PM, NOVEMBER 18, 2010**

**QUESTIONS RELATED TO THIS RFP SHOULD BE DIRECTED TO:**

**PURCHASING OFFICE  
636-639-2005  
PURCHASING@WENTZVILLEMO.ORG**

**MAILING INSTRUCTIONS:** Print or type RFP Number, Return Due Date, and Title on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Purchasing Office by return bid date and time.

**RETURN BID TO: BID SOLICITATION – B10WW009  
PURCHASING OFFICE  
5 W. PEARCE BLVD  
WENTZVILLE, MO 63385**

This document constitutes a request for sealed bids from qualified companies, individuals, and/or organizations to furnish the product and services as described herein. The bidder hereby declares understanding, agreement and certification of compliance to provide the product and services, at the prices quoted, in accordance with all requirements and specifications contained herein and the City of Wentzville Terms and Conditions. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees upon receipt of an authorized purchase order from the City of Wentzville is issued by an authorized official of the City of Wentzville, a binding contract shall exist between the bidder and the City of Wentzville.

**BIDDER SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
COMPANY NAME	(Individual Or Partnership Or Corporation) STATE OF:
MAILING ADDRESS	PHONE NO.
CITY, STATE, ZIP	FAX NO.
FEDERAL EMPLOYER ID NO.	Missouri Charter Number (if licensed in MO)
EMAIL ADDRESS	City of Wentzville Business License No.

## INTRODUCTION AND GENERAL INFORMATION

### Chlorine Feed System Services

The City of Wentzville is seeking to establish a contract with an established firm that meets all of the criteria as established within this request for proposal. The qualified contractor will be required to provide equipment, technician assistance with installation, and multi-year ongoing support services as may be required by the City.

### SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	October 29, 2010
Deadline for Written Questions	November 10, 2010
Responses to Questions	November 12, 2010
Proposals are Due	November 18, 2010
Notification of Award	December 1, 2010

### Mandatory Specifications

- 1) All proposals must include the below documents for the Bidder's submitted proposal to be considered in the evaluation of bids. The documentation must be completed in total. Bidders are encouraged to address the documentation immediately upon receipt of the proposals. **Failure of a Bidder to submit the below completed documentation in the original bid submission will result in the Bidder's proposal to not be considered for evaluation.**
  - Non-Collusive Affidavit of Prime Bidder
  - Verification of Proof of Citizenship – Public Benefits
  - Affidavit of Participation of Federal Work Authorization Program
  - E-Verify Registration (To apply: [www.uscis.gov](http://www.uscis.gov))
  - Business registration information on file with the Secretary of State, as applicable to the state where the business headquarters is located.
- 2) The Bidder must have recent experience in providing the services as applicable to the specifications of this RFP.
- 3) The Bidder must provide a minimum of three references reflecting similar services being provided to by their company within the past three (3) years. No reference can include the City of Wentzville or an employee / elected official of the City of Wentzville. All references must include: Company Name, Contact Person, Telephone Number, Years of Contracted Services, and Total Dollar Value of Contracted Services.

- 4) Bidders **must submit** the original proposal and two (2) copies of the proposal for a total of three (3) copies. Failure of the Bidder to submit the required copies of the Bidder's proposal could result in the Bidder being charged for the additional copies. There would be a 25 cent charge for each page of the bidder's proposal.
- 5) Any information provided to a Bidder outside the procedural guidelines of this RFP shall be considered not to be valid and will not be considered during the evaluation process. Bidders are encouraged to route questions through the Purchasing Office. All questions submitted from potential bidders will be responded to in writing; and the same information will be shared with those vendors on the City's solicited vendor list. It is the Bidders responsibility to contact the Purchasing Office at 636-639-2005 or email [Purchasing@wentzvillemo.org](mailto:Purchasing@wentzvillemo.org) to confirm the Bidder is shown on this list.

### **Background Information**

The City does not have historical information available as applicable to this request for proposal solicitation.

### **Immigration Law**

The Bidder is to understand and agree that by signing the Request for Proposal the Bidder is certifying that only personnel authorized to work in the United States in accordance with applicable federal and state laws. This certification applies to State of Missouri Immigration Alien Laws and statutes required local government(s) to have proof of a person's lawful presence within the United States before distributing "Public Benefits" (contracts, purchase orders, etc.) to that Bidder.

### **Bidder's Personnel**

The Bidder must understand and agree that by completing and signing the Verification of Proof of Citizenship – Public Benefits, page 18, the Bidder is certifying the following:

- The Bidder or the person submitting the bid submission on behalf of the Bidder is a citizen or permanent resident of the United States or is lawfully present in the United States.
- The Bidder does not and will not knowingly employ a person who does not have the legal right or authorization under federal law to work in the United States (as defined in 8 U.S.C. 1324a (h) (3) in accordance with applicable federal and state laws.

### **Equal Employment Opportunity**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without

regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this Contract. A breach of this provision may be grounds for Contract termination.

## **PROPOSAL FORMAT GUIDELINES**

Interested Bidders are to provide the City of Wentzville with a thorough proposal using the following guidelines:

- All documentation as shown under Mandatory Specifications including the E-Verify registration showing electronic signatures from Bidder and the Department of Homeland Security.
- All supportive documentation as requested under the Scope of Services.
- A minimum of three (3) references which are customers that have purchased the proposed Chlorine Feed System and in which none are the City of Wentzville and/or a City employee or elected official.
- Bidder's lead technician that will (may) be assisting the City with the installation of equipment.
- List of all equipment included in the proposed bid submission and number of days for delivery to the Wentzville location. Shipping must be FOB DESTINATION.
- Bid Price

## **PROCESS FOR SUBMITTING PROPOSALS**

### ➤ **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

### ➤ **Number of Proposals**

Submit the original and two (2) copies of the original proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

### ➤ **Submission of Proposals**

Complete written proposals must be submitted to:

Purchasing Office  
City of Wentzville  
5 W. Pearce Blvd  
Wentzville, MO 63385

**And received no later than 2:00 p.m. (CST) on November 18, 2010. Proposals will not be accepted after this deadline. Faxed or emailed proposals will not be accepted.**

➤ **Conditions for Proposal Acceptance**

This RFP does not commit the City of Wentzville to award a contract or to pay any costs to Proposers in preparation of their proposal. The City of Wentzville at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of the RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City. If any proprietary information is contained in the proposal, it should be clearly identified. Following the award of the RFP, information submitted by the Proposers is subject to review by the general public.

**EVALUATION CRITERIA**

1. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which the criteria appears is not intended to indicate their relative importance:
2. Compliance with equipment specifications, or approved equal, as outlined in the bidder's equipment support documentation.
3. Recent experience in selling and installing Chlorine Feed System in municipalities throughout the United States.
4. State of Missouri License and City of Wentzville Business License (if applicable).
5. Bid Price
6. Manufacturer Warranty documentation.
7. Citizenship, Right to Work Documentation, and E-Verify documentation.

The City may also contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced services, but shall make award in the best interest of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

## SCOPE OF SERVICES

The contractor shall be required to perform the services as described in accordance with the equipment manufacturer specifications. If the manufacturer specifications differ from the specifications as shown in this request for proposal, the bidder shall be responsible for showing those differences within the bidder's proposal. **THE CITY IS SEEKING ANY MANUFACTURER BRAND OF A CHLORINE FEED SYSTEM. THE SPECIFICATIONS AS SHOWN BELOW ARE PROVIDED STRICTLY AS A SAMPLE CHLORINE FEED SYSTEM THAT WOULD BE ACCEPTABLE OR ITS EQUIVALENT.**

### A. Dual Cylinder Automatic Switch over System

#### HYDRO GAS CHLORINATION SERIES 955C for 25 PPD CHLORINE FEED

Hydro Instrument Series 900 Gas Feeder Automatic Switchover System Model 955C to include: Quantity of 2 – Vacuum Regulators SVR-100-CL2; Quantity of 1 – Ejector EJO-100-CL2; Quantity of 1 – Remote Meter Panel RM-401, and Quantity of 1 – Standard Accessory Pack.

The system shall be complete with all components, equipment, and appurtenances.

All materials and components shall be new and unused of first quality by well-known manufacturers. Inferior materials or components shall not be allowed.

The manufacturer shall be Hydro Instruments, Telford, PA, USA or approved equal. The chlorination system shall be Hydro Instruments Model 955C.

#### **Chlorination System**

##### General Specification

1. The Chlorination system shall be a vacuum operated, solution feed, and automatic switchover type for dispensing chlorine gas from industry standard one hundred fifty (150) pound cylinders.
2. The Chlorination system shall have a chlorine gas feed capacity of not less than 25 pounds per day.
3. The system shall convey the gas under vacuum from the cylinder mounted vacuum regulators to the ejector assemblies.
4. The chlorination system shall automatically switch the gas supply from an empty cylinder to a full one.

#### **The Bidder is not to include cylinder replacements in their bid submission.**

5. The system design shall permit the entire system to be vacuum checked in the field without the use of special tools.
6. The system shall be constructed of materials suitable for wet or dry chlorine gas service.



### Cylinder Mounted Vacuum Regulators

1. To comply with the standards of The Chlorine Institute, Inc., ([www.chlorineinstitute.org](http://www.chlorineinstitute.org)), the two (2) vacuum regulators shall mount directly on the gas cylinder valve by means of a corrosion resistant yoke assembly. The sealing of these mating surfaces shall be achieved by the use of a lead gasket.
2. Each Vacuum Regulator shall have a 500 PPD feed rate capacity.
3. In order to avoid corrosion, each vacuum regulator shall use an inlet Capsule constructed of solid Hastelloy C-276 material, which shall carry a lifetime warranty.
4. For maximum durability and in order to avoid cracking, each regulator shall have body parts machined from solid PVC. Injection molded PVC or ABS body parts (which possess insufficient wall thickness), shall not be acceptable.
5. All springs shall be constructed of tantalum alloy and shall carry a lifetime warranty.
6. Each vacuum regulator shall have a two-layer PVDF (Kynar) diaphragm, which controls vacuum and a spring loaded, normally closed inlet valve, which closes upon loss of vacuum.
7. Each regulator shall possess an internal switchover mechanism to automatically shift from standby to in-service upon depletion of the on-line cylinder. The regulators shall have a clear status indicator (standby or in-service).
8. Each regulator shall incorporate a pressure relief (vent) valve with separate ports for chlorine feed and chlorine vent. Vacuum regulators, which do not possess integral vent mechanisms, and compromise safety by having a single exit port for vent and feed shall not be acceptable.
9. Connections and tubing shall be provided for venting gas away from the pressure relief (vent) port of each vacuum regulator to the outside atmosphere (outside of the building). The outside end of the vent tubing shall be equipped with an insect screen.
- 10 Each regulator shall be equipped with a porous PTFE inlet filter to remove particulate matter from the gas before it enters the inlet safety valve.
- 11 Each regulator shall be designed to accept an optional flow meter tube to indicate feed rate and which cylinder is in use.
- 12 Each regulator shall have a mechanism to indicate when the cylinder is empty and requires replacement.

### Gas Flow Meter

1. One (1) gas flow meter shall be provided to indicate the gas flow rate. The gas flow meter shall be suitable for wall mounting.

2. This gas flow meter shall be equipped with a control valve for manual feed rate adjustment. The control valve stem shall be constructed entirely of pure Silver for stability, chemical resistance, and maximum service life.
3. Flow meter tubes shall indicate flow rates up to 25 pounds per day and down to a minimum of 1/20 of the maximum value.

#### Ejector

1. One (1) ejector shall be water operated venturi nozzle type. The ejector shall provide the operating vacuum for the chlorination system.
2. The ejector shall incorporate a spring loaded, normally closed check valve to prevent the backflow of water into the chlorine gas equipment. The check valve shall be suitable for backpressures of at least 140 psi.
3. Ejector check valve shall automatically close upon the loss of vacuum in the Ejector.
4. For maximum durability and in order to avoid cracking, each ejector shall have body parts machined from solid PVC stock. Injection molded PVC or ABS body parts (which possess insufficient wall thickness), shall not be accepted.

#### **B. Gas Detector Alarm System**

Hydro Instruments Gas Detector GA 170 Single Sensor CL2 with battery backup GA 170 1-5-5-1-2-2-1

**Contractor is to show (in minutes) the backup life of the battery during a single outage. \_\_\_\_\_ minutes.**

The system shall be complete with all components, equipment, and appurtenances.

All materials and components shall be new and unused of first quality by well-known manufacturers. Inferior materials or components shall not be allowed.

The manufacturer shall be Hydro Instruments or approved equal. The gas alarm shall be Hydro Instruments Model GA-170 or equal.

#### General

1. The Chlorine Gas Detector shall be a device including a monitor and up to four electrochemical gas sensors.
2. The Chlorine Gas Detector shall include a microprocessor-based monitor operating electrochemical sensors.
3. The microprocessor-based monitor shall be enclosed in a NEMA 4X rated housing. The monitor shall include a two (2) line sixteen (16) character, alphanumeric, backlit, liquid crystal, display, four alarm LED's, a 90dB audible alarm, and four front panel push buttons. Three and four sensor units shall include eight LED's.

4. Alteration of the Gas Detector settings shall be password protected.
5. The electrochemical gas sensors shall be mounted in weatherproof enclosures.
6. Twenty-five (25) feet of shielded signal cable shall be provided to connect each sensor to the monitor. A six (6) foot long power cord shall be provided to connect the monitor to the AC Power.
7. The Gas Detector shall operate from 120 Volt 60Hz or 240 Volt 50Hz AC Power.

#### Alarm Relays

1. For dual sensor units the monitor shall provide two (2) common alarm relays and two (low & high) adjustable relays per sensor.
2. For three (3) and four (4) sensor units the monitor shall provide two (2) common alarm relays and one (high) adjustable relay per sensor.
3. One of the common relays shall indicate loss of A/C or battery power and the other shall indicate loss of sensor signal.
4. The two adjustable relays per sensor shall indicate low-level alarm reading and high-level alarm reading. The low & high level settings shall be adjustable using the password protected keypad/display interface.
5. The high-level alarm relay shall be user selected as either latching or non-latching and either failsafe or non-failsafe.
6. The low-level and common alarm relays shall always be non-latching and non-failsafe.

#### Gas Sensors

1. The Chlorine gas sensor shall be an electrochemical type having a range of 0 to 10 PPM and a resolution of 0.1 PPM.
2. The Chlorine gas sensor shall have an 80% response time of sixty (60) seconds or less.

#### Optional Features

1. The gas detector shall be capable of field retrofit to add or remove Battery-Backup. Battery-Backup shall be enabled and disabled in the password protected keypad/display interface. Battery-Backup shall be 12 hours.
2. The gas detector monitor shall include an external acknowledge contact input to allow remote acknowledgement of alarms.
3. The gas detector shall be capable of providing an RS-232 digital output signal to allow external recording of the gas sensor reading.

4. The gas detector shall be capable of providing a 4-20 mA output signal for each sensor.

**C. Chlorination Corporation Stop**

Corporation Stop, 1 inch, with National Pipe threads, PVC Wetted Parts assembly. Piping material, injector/diffuser shall be constructed of materials recommended by the Chlorine Institute per Missouri Department of Natural Resources specifications in the Design Guide for Community Water Systems, Chapter 5.4. Specific chemicals 5.4.1 Chlorine gas, section I #2 Pipe Materials.

**D. Hydraulic Century 150 pound Cylinder Scale**

Chlorination equipment: Chlorine or Sulfur Dioxide scale shall be of the hydraulic cell type. The scale platform shall be constructed of non-corrosive 1 inch (25mm) PVC plastic and sized to accept one (1) 150 pound / 68 kg cylinder each. A total of \_\_\_\_\_ CL2/SO2 cylinders shall be weighed. Platform height shall be no more than 1 5/8" (38mm) to allow easy handling and unloading of cylinders. Platform scale coating system shall be a minimum dry thickness of 80 mils and be resistant to moisture, chemicals, abrasion, impact and UV light.

The load cell shall be of the temperature-stable, rolling diaphragm type. Flexible PVC coated copper tubing shall lead from the load cell to allow easy wall mounting of the dial and shall be 6 feet (meters) in length (6 feet/2Meter standard length). The load cell system shall require no electric power and shall be immune to all RFI/EFI, power failures and lightning strikes. Cylinder chaining bracket shall be wall mounted and use a double coil chain and a spring loaded snap hook to secure cylinder. Chaining bracket shall have an integral tool rack for storing cylinder change-out tools.

The dial diameter shall be at least 4.5" / 114mm and read zero to 200 pounds (100kg) net with the provision for tare adjustment. The dial shall be temperature stable with damper installed to prevent shock damage.

The scale shall carry a Full Five (5) Year Warranty. "Limited Warranties" are not acceptable.

The full scale accuracy shall be better than 1%. The scale shall be CHLOR-SCALE® 150 with TUF-COAT™ coating and CENTURY® dial indicator, Model 4D150-2 as manufactured by FORCE FLOW. ([www.forceflow.com](http://www.forceflow.com)) or equivalent.

The scale shall have a five (5) amp low level contact with manual reset button.  
Platform Indicator

<u>Number of Cylinders</u>	<u>Model (Capacity Pounds)</u>	<u>Metric Model (Capacity Kg)</u>
2- Cylinders	4D150-2 (300 pound each)	4D100K-2 (150 kg each)

**E. Webtrol Booster Pump**

EZ Series H 10 B 14 S 16 1.5 HP Single Phase

The booster pump is manufactured by Weber Industries, Inc (Webtrol Pumps), a St Louis, Missouri USA Corporation. The inlet/motor bracket and discharge housing shall be \_\_\_\_\_ (cast iron or stainless steel) constructed with FNPT connections. The heavy duty pump housing, pump shaft and coupling are stainless steel constructed. The running bearing(s) are stainless steel constructed and are water lubricated and cooled. The injection molded and machined impellers are made of high strength, glass filled \_\_\_\_\_ (Noryl – amorphous blends of PPO ether resin and polystyrene; or Delrin®). The injected molded diffusers are made of \_\_\_\_\_ (polycarbonate or high strength, glass filled Noryl) with molded in stainless steel wear rings. The pump shall be provided with a spring loaded, positive sealing, mechanical seal with a Ceramic stationary face and a Carbon rotating face. The motor shall be a “C” face, 3450 RPM, 60 cycle, single phase, 110/220 (voltage), (open drip proof or totally enclosed fan cooled) construction with long life bearings, sized to support the thrust loads generated by the pump. The motor shall have a NEMA standard frame with a threaded shaft and greased for life ball bearings. The motor shall be protected to prevent water intrusion and have sufficient clearance to allow proper ventilation.

The booster pump shall be sized to provide the chlorine ejector with an ample supply of solution water to develop the vacuum necessary to deliver the specified chlorine gas rate. The booster pump suction shall be taken from the water line upstream of the chlorine injection point. The booster pump flow and head characteristics shall be as required to furnish vacuum for chlorine feed and shall be established by the chlorine equipment manufacturer.

### **Site Map and Drawings**

The City of Wentzville Well #5 is located at 180 N. Callahan Rd and supplies the City with approximately 800-1000 gpm with a head pressure ranging from 35-75psi. As reference material refer to the enclosed reference map and drawings as applicable to this request for proposal.

### **Installation Assistance**

It is the intent of the City of Wentzville to install the Chlorine Feed System internally. The contractor is to provide a labor rate per hour, telephone support and onsite support, to assist with the installation process. The hourly rate shall be routine business hours of 8:00 a.m. – 5:00 p.m. The City will not pay mileage in association with any type of onsite support; nor a fuel surcharge.

The bidder shall provide an “after normal business hours” contact number and after-hours telephone and onsite support rate per hour.

### **Warranty Documentation**

The Bidder must show within the bid submission each piece of equipment as per this request for proposal and the warranty period of the same. Failure to show warranty information may be cause to reject the bid submission.

### **Technical Support**

Each Bidder is to include a copy of the bidder’s technical support program applicable to the Chlorine Feed System. The technical support program at a minimum is to include:

Onsite Support

1. Normal Business Hours (8:00 a.m. – 5:00 p.m.) Hourly Rate
2. After-hours (after 5:00 p.m.) – Hourly Rate
3. Weekends and Holidays Hourly Rate

Telephone Support

1. Normal Business Hours (8:00 a.m. – 5:00 p.m.) Hourly Rate
2. After-hours (after 5:00 p.m.) – Hourly Rate
3. Weekends and Holidays Hourly Rate

## BID FORM

Description	Bid Price
Hydro Instrument Series 900 Gas Feeder Automatic Switchover System Model 955C or Equal Brand	
Gas Detector Alarm System or Equal Brand	
Hydro Instruments Corporation Stop or Equal Brand	
Hydraulic Century 150 Pound Cylinder Scale or Equal Brand	
Webtrol Booster Pump or Equal Brand	
<b>Total Bid Price of Equipment</b>	
Installation Assistance Rate Per Hour Per Telephone Consultation (Normal Business Hours)	
Installation Assistance Rate Per Hour Per Onsite Support (Normal Business Hours)	
Emergency Service (After Normal Business Hours) Rate Per Hour	
Onsite Training Rate Per Block of Five (5) Hours	
<b>Equipment Warranty Information Included in Proposal</b>	<b>Yes or No</b>

**Bid Tabulation Purposes** – all labor rates will be calculated as: (Bid Price x 1 hour) to determine the lowest bid price. The Onsite Training Rate is the total bid price for a block of five (5) hours. Any bidder that adds additional charges; those charges will be calculated in the total bid price when determining the lowest bid price.

Company Name \_\_\_\_\_

Missouri Company Chartered Number, if applicable: \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Email Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Proposed Prices Valid Until: (Show Date) \_\_\_\_\_



**NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

S.S.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is the (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Offeror that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the Proposal are true and correct;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other offeror, firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm, or person to fix the price or prices in the attached Bid or of any other offeror, or to fix the overhead, profit, or cost element of the Bid price of the other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. He further certifies that offeror is not financially interested in or financially affiliated with any other Offeror on this project.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_





**CITY OF WENTZVILLE  
 VERIFICATION OF PROOF OF CITIZENSHIP - PUBLIC BENEFITS  
 (REVISED 6/16/09)**

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.
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Signature	Date (M/D/YY)
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**VERIFICATION: *To be completed by City Staff.*** Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

**CERTIFICATION:** I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.\*

Signature of City Staff Person:	Print Name:	Date:

**\*NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

*Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.*



**AFFIDAVIT OF PARTICIPATION  
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly sworn, on  
(Name) (Office Held)  
 my oath, affirm \_\_\_\_\_ is enrolled and will continue to participate  
(Company Name)  
 in a federal work authorization program in respect to employees that will work in connection  
 the contracted services related to \_\_\_\_\_

Services in the City of Wentzville for the duration of the contract, if awarded, in accordance  
 with Section 285.530.2, Revised Statutes of Missouri. I also affirm that \_\_\_\_\_  
(Company Name)  
 does not and will not knowingly employ a person who is an unauthorized alien in connection  
 with the contracted services for the duration of the contract, if awarded.

Attached to this affidavit is documentation of \_\_\_\_\_'s participation in a  
(Company Name)  
 Federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL  
WORK AUTHORIZATION PROGRAM)**

***In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040 RSMO).***

\_\_\_\_\_  
**Signature (Person with Authority)**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

**ss.**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010**

**My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public**



**DO NOT SUBMIT WITH BID SUBMISSION**  
**AGREEMENT OF SERVICES**  
**CHLORINE FEED SYSTEM**

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, 2010, by and between \_\_\_\_\_, (hereinafter called “Contractor”) and the City of Wentzville, a municipal corporation (hereinafter called “City”).

WITNESSETH, that the Contractor and the City for the consideration hereinafter named agree as follows:

This City – Contractor Agreement (“the Agreement”) shall consist of:

- Invitation To Bid (Exhibit “A”), including but not limited to, General Conditions, Method of Measurement and Payment, Technical Specifications, and Special Requirements therefore, and any exhibits (collectively, the “Contract Documents”);
- The Bid and Bid Form (“Exhibit B”) dated \_\_\_\_\_ submitted by the Contractor;
- The City – Contractor Agreement and exhibits attached thereto.

1. Contract Documents. The City’s request for proposals in connection with the Chlorine Feed System and the proposal of Contractor in response thereto are incorporated by reference and made a part of this Agreement for Services and together with this Agreement are referred to hereinafter as this “Agreement”. In case of any conflicts between the request for proposals and the Agreement for Chlorine Feed System or proposal of Contractor, the requirements of the request for proposal and the Agreement for Services shall control.

2. Term. The Agreement shall become effective upon its execution, \_\_\_\_\_, 2010 by all parties and shall terminate upon completion of equipment installation and training.

The Contractor shall commence providing the Services under this Agreement immediately upon the execution of this Agreement.

3. Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving Contractor written notice to such effect. City shall pay to Contractor in full satisfaction and discharge of all amounts owing to Contractor under the Contract an amount equal to the cost of all Services performed by Contractor up to such termination date (not to exceed the yearly fee), less all amounts previously paid to Contractor. Contractor shall submit to City its statement for the aforesaid amount, in such reasonable detail as City shall request, within thirty (30) days after such date of termination. City shall not be liable to Offeror for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

4. No Agency Relationship. This Agreement shall establish no agency relationship with Contractor and Contractor shall be deemed an independent contractor. Contractor shall have complete charge of the personnel engaged in the performance of Services, and all persons employed by Contractor shall be employees of said

Contractor and not employees of City in any respect. City shall have no liability for the acts solely within control of Contractor.

5. Compliance With Laws: Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and Workers compensation, occupational safety, equal employment and action and wage and price laws insofar as applicable to the performance of the Contract.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect. This Agreement or annexed thereto may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
7. Labor and Materials. Contractor shall furnish all labor, materials, tools, equipment (except where City indicated per scope of services) and services, and perform and complete all work required for the Agreement for Chlorine Feed System Services ("the Services") in accordance with the Agreement which work shall include every item specified in the Contract Documents necessary to complete the Services as designed.
8. Time of Completion. Contractor shall commence work under this Agreement promptly following receipt of written notice from the City to proceed and shall fully complete all work as set forth in the Contract Documents and Proposal. It is understood that time is of the essence and the Contractor is required for meeting the specified deadlines, if applicable, as outlined in the contract documents.
9. Payment. The City shall pay the Contractor in accordance with the Agreement for all work included in and completed according to this Agreement, as determined by the City, at the price shown on the Contract Proposed Modification Form. The City reserves the right to withhold payment for any work not in conformity with this Agreement.
10. Guaranty. The Contractor hereby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance of the improvements, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and that said replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, the City shall have the power to cause same to be made and to change the costs thereof to the Contractor. Nothing in this section is intended as a maintenance guarantee.
11. Compliance with Federal, State and Local Law: The Contractor shall comply with all federal, state and municipal law requirements for performance under this Agreement including, but not limited to, prevailing wage requirements for any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable; and the requirement for payment and performance bonds if the contract is for a public

works project the cost of which is estimated to exceed \$25,000.00. The Contractor shall not pay less than the prevailing hourly wage rate of wages as enumerated in the prevailing wage determination included in the workers performing work under this agreement. "The contractor shall forfeit as a penalty to the Contract Worker the sum of the difference between the contractor's worker rate (if less than prevailing wage rate) and the prevailing wage rate. The Contractor must provide to the City proof of payment to the Contract Worker. In addition, the Contractor shall forfeit the sum of ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than such stipulated rates for any work done hereunder, and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

12. E-Verify and Proof of Citizenship. Any bid or response to a request for proposal (RFP) for the award of any contract for services that is equal to or exceeds five thousand dollars (\$5,000.00) by any political subdivision to a business entity shall be accompanied by an affidavit containing the following:
- a) A statement that the business entity has enrolled in and is currently participating in, E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA);
  - b) A statement that the business entity does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services; and
  - c) A notarized signature of the registered agent, legal representative of the business entity, or a corporate officer, including, but not limited to, the human resources director of the business entity or their equivalent.

Failure of any bidder to comply with the above regulations and to complete the affidavit forms shall be grounds for the rejection of the bid submission, and the bid shall not be considered for evaluation. These requirements are not applicable to a business entity that merely provides goods and services. Contact this program through the following website: <http://www.dhs.gov>

13. Affidavit of Participation in Federal Work Authorization Program. The Bidder must complete the Affidavit of Participation in Federal Work Authorization Program and that by completing the form are affirming the facts are true and correct and understands that false statements made in this filing are subject to penalties provided under Section 575.040, RSMo).
14. Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.
15. Other Representations, Warranties and Other Covenants by the Contractor. The Contractor represents and warrants that it has been engaged in such work as required by the Request for Proposal and have provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to

perform this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the City Council of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as deemed necessary or as directed. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the work will be permitted only if adequate protective devices are provided and then only for the minimum time required for a specific job. Prior to entering parking equipment or storing materials on private property the Contractor must obtain written permission from the owner. Prior to commencement of any work involving excavation, demolition of facilities all utilities of the planned work and request that they suitably mark undergrounds installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

16. Amendment; Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
17. Indemnification and Hold Harmless. The Contractor agree to defend, indemnify and hold harmless City, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising out of Contractor's (1) breach of Agreement, (2) use of the premises for the purposes of delivering the scope of services, or (3) performance of the delivery and other services performed hereunder, including Contractor's failure to comply with any laws and City's reliance on or use of the services or equipment provided by the Contractor under the terms of the Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. Contractor also agrees to pay for any damages to the subject premises caused by its use or negligence, excluding normal wear and tear. Contractor also agrees to notify the Director of Finance of any damages immediately and to immediately discontinue the use of the premises until the condition can be corrected.
18. State Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

20. Counterparts. This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**FIRM NAME ("CONTRACTOR")**

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTARY

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.  
personally appeared \_\_\_\_\_, known to me to be the person  
whose name is subscribed to the within instrument, who states that he/she is the  
authorized representative of \_\_\_\_\_, a Missouri  
Corporation, and has authority to execute this agreement on its behalf.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**CITY OF WENTZVILLE ("CITY")**

By: \_\_\_\_\_  
Dianna Wright, City Administrator

Attest: \_\_\_\_\_  
City Clerk

## TERMS AND CONDITIONS

1. Description of Services – The Offeror should present a detailed description of the services submitted in the response to the RFP. It is the Offeror's responsibility to make sure all information in the proposed submission is adequately described in order to conduct an evaluation of the offer to insure its compliance with the City's specifications. It should not be assumed that the evaluator has specific knowledge of the services submitted; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
2. Deviation of Service Specification – any Offeror deviating from the services specifications must provide supportive documentation explaining such deviation. The supportive documentation is required with the proposed submission.
3. Prime Bidder - In completion and submission of the Non-Collusive Affidavit of Prime Bidders the Bidder is acknowledging that the submitted bid is genuine and is not a collusive or sham bid; and all statements made and fact set out in the Proposal are true and correct.
4. Determination of Award: In accordance with the City's Purchasing Policy the City shall award the contract to the "best" proposal, not necessarily the lowest cost proposal. The contract award shall be based on the bid submission and additional information provided that, in the City's sole discretion, best meets the interests and requirements of the City. The City reserves the right, in its sole discretion, to reject any or all bids,
5. Acknowledgement of Contract – The successful Offeror shall be required to complete and sign the City of Wentzville Agreement of Services at the time of Award. A sample of the Agreement is shown on page 20 and is not to be completed and submitted with bid form. This document is provided as information until such time of award.
6. Notice of Award - A notice of award issued by the City does not constitute an authorization to initiate services. Before providing services related to this RFP for the City, the contractor must receive a properly authorized purchase order executed via the Finance Department.
7. Price: All prices shall be as indicated within the Bid Form. The City shall not pay nor be liable for any other additional costs including but not limited to **fuel surcharges**, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
8. Payment Terms: Contractor shall be paid the amount quoted within the Bid Form. The Contractor shall submit all invoices complete with necessary support documentation in triplicate to City and City shall make payment in a lump sum within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the services as shown within the Bid Form.