



**CITY OF WHITE HOUSE
REQUEST FOR BID
FOR
PERACETIC ACID (PAA) SUPPLY CONTRACT
BID# 17-1040PS**

February 21, 2017

105 College Street
White House, Tennessee, 37188

CITY OF WHITE HOUSE, TENNESSEE

REQUEST FOR BID

I. INTRODUCTION

A. General Information

It is the intent of these specifications to describe the minimum requirements in sufficient detail to secure bids for the aforementioned.

All bids must be received in the City Purchasing Office on or before the date and hour designated due date. Any bids received after this time will not be considered and will be rejected. **BIDS MAY NOT BE DELIVERED TO ANY OFFICE ACCEPT PURCHASING OR ADMINISTRATION.**

All Quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be filled. Bid documents that are unsigned will be classed an irresponsible bid, and will not receive any consideration.

In comparing the bids and making awards, the City may consider such factors as quality and adaptability of equipment, the bidder's record of experience and integrity and performance assurance in addition to that of the bid price. The City reserves the right to cancel this order, or any part thereof without penalty.

The City of White House reserves the right to reject any or all bid and to waive all informalities. A Certificate of Insurance containing all coverage currently held for General Liability, Worker's Compensation, and Personal and Automobile Liability shall be included with the bid if applicable. A conditional or unqualified bid will not be considered. Contract award will be made to the lowest responsible and responsive bidder considering all of the bid items in the Bid Schedule and the level of qualifications of the bidder. Bidder shall hold Bid Price for sixty (60) days.

There is no expressed or implied obligation for the City of White House to reimburse responding firms for any expenses incurred in preparing Bids in response to this request.

To be considered, please submit one (1) original copy of the bid **sealed** in an envelope labeled with company information and Bid No. 17-1040PS. The bid must be received by Mr. Derek Watson, Purchasing Specialist at 105 College Street, White House, Tennessee, 37188 **before** 2:00 PM on Wednesday, March 8th, 2017. Sealed bids may be hand delivered, delivered by postal carrier, or other delivery service. No late bids will be accepted.

Questions or problems arising from bid procedures or subsequent order ad delivery procedures should be direct to the City of White House Purchasing Department, 105 College Street, White House, TN 37188 to the attention of Derek Watson, Purchasing Coordinator. You may call at 615-672-4350 ext. 2130 or email at dwatson@cityofwhitehouse.com.

The successful vendor agrees that he/she shall and does comply with all Tennessee local, state and/or federal laws, statues, rules and regulations including but not limited to the Rehabilitation Act of 1973 and the Americans with Disabilities Act. In the event that any claim should arise with regard to this contract for a violation of any such local, state and/or federal law, statue, rule or regulation, the provider will indemnify and hold the City of White House harmless for any damages, including court cost or attorney fees which might be incurred.

It is the policy of the City of White House not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to access to, or operation of its programs, services, and activities. In addition, the City of White House does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, the contractor certifies and warrants it will comply with this policy.

Any contract will be interpreted under the laws and statues of the State of Tennessee.

B. Term of Engagement

A five (5) year contract is contemplated, subject to the annual review and recommendation of the City department, the satisfactory negotiation of terms and the concurrence of the Board of Mayor and Aldermen of the City of White House. The agreement can be terminated with written notice within 30 days of cancelation from either party.

C. Payments

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite the purchase order number, bid number, project description, unit and total price, discount terms, and include the vendor's name and return remittance address.

Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the items, including all paper work and (b) receipt of a properly completed invoice. The City of White House is exempt from Tennessee State Sales Tax. An exemption certificate will be furnished at the request of the successful vendor.

II. TECHNICAL REQUIREMENTS

A. General Requirements and Expectations

The City is hereby requesting bids for a turnkey peracetic acid (PAA) chemical feed system. The system shall include the chemical storage, metering, monitoring, and the chemical supply of 15% peracetic acid over a 5-year period.

The City does not guarantee any specific quantity of peracetic acid will be purchased. However, based on current usage rates, it is anticipated that the City will purchase six (6) 330-gallon totes of 15% Peracetic Acid Solution per year during the 5-year term of this contract.

The term of this contract is for approximately 5 years, with an anticipated start date of April 1, 2017 and an expiration date of March 31, 2022.

B. Equipment Requirements

The following equipment (the “Equipment”) shall be leased by the Owner, delivered, installed and started up by the Supplier or its contractors at the City’s WWTP:

Quantity	Description
1	Two (2) 330 gal Tote Containment Units PAK735 with one (1) stainless steel manifold and related valves, fittings, and accessories.
1	One (1) PAA Feed Pump Skid, with duty and redundant peristaltic pumps with capacity up to 10 GPH, HDPE cabinet with clear acrylic doors, local control panel, and related piping, wiring, and containment. Peristaltic pumps shall be capable of flow pacing from the 4-20 mA output from an existing flowmeter.
1	Safety Shower and Eye-wash Station.
1	Lot of stainless steel tubing for injection line.
1	Handheld residual PAA analyzer, and all necessary test kits and reagents.

The Equipment will be used through the life of the contract to feed the supplied chemical into the WWTP effluent prior to discharge. The equipment shall be installed outdoors. Equipment maintenance and replacement, as needed, will be the responsibility of the Supplier for the life of the contract.

C. Peracetic Acid (PAA) Requirements

The peracetic acid (PAA) supplied under this contract shall meet the following requirements:

- Solution containing 15% peracetic acid and 22-23% hydrogen peroxide (by weight);
- EPA approved for the disinfection of municipal wastewater;
- Guaranteed shelf life of 365 days.

D. Special Considerations

The City has recently completed a multi-year disinfection trial using VigorOx® WWT II and has been permitted by TDEC for its use. The City’s NPDES permit contains the following regulatory statement: “If the permittee chooses to use a PAA formulation other than VigorOx® WWT II, the permittee will be responsible for determining the acute toxicity level of the formulation and its residuals on the 2 species (C. dubia and P. promelas) used in Tennessee to evaluate toxins in toxic amounts.”

If the supplier proposes to supply a peracetic acid formulation other than VigorOx® WWT II, they must provide to the City of White House written documentation from TDEC that their proposed PAA formulation is acceptable for use at the City of White House WWTP within 30 days of the submission of the bid. If written permission is not received by the City with 30 days of the bid opening, then the bid will be considered non-responsive. The letter from TDEC must also contain any required changes to the City’s NPDES permit PAA monitoring requirements.

III. VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered unofficial information and in no way binding upon the City or the Contractor.

IV. RESERVATION OF RIGHTS

The City reserves and holds at its discretion the following rights and options:

- a. Issue addenda to the Request For Bids, including extending or otherwise revising the timeline for submittals;
- b. Withdraw the Request for Bids;
- c. Request clarification and/or additional information from the Company at any point in the procurement process;
- d. Execute a Contract with a Company, on the sole basis of the original Bid;
- e. Reject any or all Bids, waive irregularities in any Bid, accept or reject all or any part of any Bid, waive any requirements of the Request, as may be deemed to be in the best interest of the City; and
- f. Reissue or modify the Request for Bids.

In order to be considered for selection, responses must be received on or before the date and time specified. Firms mailing responses should allow normal mail delivery time to ensure timely receipt by the City. Bids received after the stated time shall not be considered. No fax or email transmittals will be accepted.

V. DISPOSITION OF BIDS

All materials submitted in response to this Bid Request will become the property of the City of White House. One (1) copy of each submitted Bid shall be retained for official files. It is understood that the Bid will become part of the official file on this matter without obligation on the part of the City of White House. All Bids become the property of the City upon submission and will not be returned to the applicant.

VI. DISCLOSURE

Any trade secrets or proprietary information submitted by a vendor in connection with this procurement shall not be subject to public disclosure. However, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials by identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire Bid is proprietary is not acceptable. A statement that cost Bids are to be protected is not acceptable. There is no expressed or implied obligation for the City of White House to reimburse responding firms for any expenses incurred in preparing Bids in response to this request.

CITY OF WHITE HOUSE
REQUEST FOR BID
PARECETIC ACID (PAA) SUPPLY CONTRACT

PURCHASING DEPARTMENT
105 COLLEGE STREET
WHITE HOUSE, TN 37188
PHONE: 615-672-4350 Extension 2130 FAX: 615-672-2939

BID NO. 17 -1040PS

DATE: FEBRUARY 21, 2017

**BIDS WILL BE RECEIVED UNTIL
2:00 PM ON MARCH 8, 2017.
PUBLIC OPENING AT 2:00 PM
ON MARCH 8, 2017.**

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE, CASH DISCOUNT TERMS, AND F.O.B. POINT FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. UNLESS OTHERWISE STATED, ALL QUOTATIONS ARE CONSIDERED TO BE FIRM QUOTATIONS FOR A PERIOD OF 30 DAYS FROM DATE OF QUOTATION DUE DATE. PLEASE QUOTE ON THIS FORM AND RETURN IT MARKED "NO QUOTE" IF YOU CANNOT QUOTE IN ORDER TO REMAIN ON THE CITY'S VENDOR LIST.

FIRM'S NAME:

ADDRESS: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

DATE _____ SIGNATURE _____

BID

<u>Item</u>	<u>Cost</u>
1. Peracetic Acid (PAA) Supply (per pound) (includes equipment, instrumentation, chemical, shipping, maintenance and service)	_____

**CITY OF WHITE HOUSE
NONDISCRIMINATION POLICY**

It is the policy of the City of White House not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. In addition, the City of White House does not discriminate based on race, color, or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, the contractor certifies and warrants it will comply with this policy.

COMPANY NAME

DATE

REPRESENTATIVE

TITLE

**CITY OF WHITE HOUSE
105 COLLEGE STREET
WHITE HOUSE, TN 37188
615.672.4350
615.672.2939 FAX**

STATE OF TENNESSEE/CITY OF WHITE HOUSE
COUNTY OF SUMNER/ROBERTSON

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for;

Company Name

Address

2. That the proposing entity has submitted a Bid to the City of White House for;

Project

3. That the proposing entity employs no less than five (5) employees;
4. That Affiant certifies that the Proposing entity has in effect, at the time of submission of its Bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

Affiant

SUBSCRIBED AND SWORN TO before me this ____ day of _____.

Notary Public

My commission expires:_____

**STATE OF TENNESSEE
IRAN DIVESTMENT ACT AGREEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

COMPANY NAME

DATE

REPRESENTATIVE

TITLE