

**CITY OF GREELEY
INVITATION FOR BID**

WTRF Ferric Chloride Supply

BID #F25-01-002-01

DUE February 28th BEFORE 2:00 P.M. MST



Serving Our
Community
It's A Tradition

BID #F25-01-002-01
INVITATION FOR BID

The City of Greeley, Colorado is requesting **sealed** bids for **WTRF Ferric Chloride Supply** due **February 28th before 2:00 MST** via electronic submission which at that time all bids will be publicly opened and read aloud via video conferencing. No late or faxed bids will be accepted. It is the responsibility of the vendor to ensure the solicitation documents are submitted to the correct email address as noted in the Solicitation Documents. Solicitations delivered to other City of Greeley email addresses may be deemed as late and not accepted.

Instructions for electronic submittal.

Email your Bid Response to purchasing@greeleygov.com Submit your Bid response to this email only – please do not email to multiple people. Only email's sent to will be considered as responsive to the invitation to bid. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Bids shall be submitted in a single Microsoft Word or PDF file under 20MB.

The Bid number and Project name **must be noted** in the subject line, otherwise the Bid may be considered as non-responsive to the Bid.

Electronic submittals will be held, un-opened, until the time and date noted in the Bid documents or posted addenda.

The City of Greeley disseminates all bids through the Rocky Mountain E-Purchasing System site. Go to <https://www.bidnetdirect.com>, then "Bid Opportunities" and then select "The City of Greeley". Bids submitted to the City of Greeley must include all Sections in this invitation. Addenda must be acknowledged in the bidding documents. Bidders failing to acknowledge any and all addenda may be considered non-responsive.

No bid shall be withdrawn after the opening of the bids without the consent of the City of Greeley, Colorado, for a period of sixty (60) days after the scheduled time of the receiving the bids.

All bids/proposals will be confidential until a contract is awarded and fully executed. At that time, all bids/proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after bid opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any bids/proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete bid/proposal clearly marked "FOR PUBLIC VIEWING." In this version of the bid/proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Bids/Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information ."

The City of Greeley retains the right to reject any and all bids and to waive any informality as deemed in the best interest of the city.

Questions pertaining to the project may be directed to **Dan Nelson** via email: purchasing@greeleygov.com or at **970-336-4141**. Deadline to receive questions is **February 17th by 3:00pm**.

**WTRF Ferric Chloride Supply
BID For FIXED PRICING**

The City of Greeley is accepting bids for the 2025-2027 fixed pricing and purchase of Ferric chloride (38-42% concentration) to be supplemented as backup phosphorus removal, H₂S reduction, and odor mitigation at Greeley’s Wastewater Treatment and Reclamation Facility (WTRF). The WTRF has (2) 4,000-gallon ferric chloride storage tanks. This contract will take effect March 15th, 2025, and remain valid through December 31st, 2027, with two additional, (1) year, optional extensions for 2028 and 2029. The annual usage is estimated to be between 20,000 and 40,000 gallons for 2025, depending on process needs.

The vendor must provide the information requested set forth in herein. Please fill out completely. Failure to complete bid form will result in a “NO BID”

SCOPE (ITEM):

- Ferric chloride – aqueous solution (38-42%)
- Delivered in bulk via tanker and pumped through ferric building storage tank adaptors (2-inch polypropylene male adaptor) on the exterior of the storage building.
- Greeley Wastewater Treatment and Reclamation Facility will schedule deliveries to ensure full tanker capacity can be accepted.
- Deliver safely and effectively to secure facility, access via callbox or code entry, ensure that staff are present and aware of delivery.

Pricing:

- The pricing shall include all costs associated with ferric chloride transport, hookup, and delivery to storage tanks.
- THE CONTRACT TERM IS March 15th, 2025 – December 31st 2027. Deliveries will be scheduled on an as needed basis. Pricing will be valid from January 1st – December 31st annually. An updated quote for the subsequent year will be requested in the Fall/Winter of the current year.
- ITEM: Ferric chloride (38-42% aqueous solution) via tanker, priced by gallon is preferred.

Item 1: _____ UOM: gallon Unit Price: _____ Total: _____

VENDOR NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED SIGNATURE: _____

PHONE NUMBER: _____ EMAIL: _____

BID ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this Invitation for Bid.

Original Signature by
Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

Proposal Valid Until (at least for 90 days)

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Email Address

City, State, Zip

CONTRACT FOR GOODS

This Contract is entered into by and between the parties identified on the bid for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation for Bid for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

ARTICLE 1. DEFINITIONS

CITY- the City of Greeley, Colorado and shall include its agents, officials, and employees.

CONTRACT – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of the CITY'S acceptance of the VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

PURCHASE ORDER – an enforceable contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of the CITY'S acceptance of the VENDOR'S previous and unretracted offer to sell the goods and/or perform the work of the purchase order for the price stated therein.

GOODS – the merchandise, material, and/or labor the VENDOR is to provide to the CITY by operation of the purchase order.

SELLER - any individual person or business entity to which the contract is issued and includes the Seller's agents, servants, and employees. A Seller shall be referred to herein as a "VENDOR."

ARTICLE 2. SALE OF GOODS

2.1 VENDOR shall sell to CITY and CITY shall purchase from VENDOR the goods set forth on the Specifications issued by the CITY (the "Goods"). The VENDOR shall provide the Goods:

- A. in the quantities, at the prices and in accordance with the terms and subject to the conditions set forth in the Specifications and this Contract; and
- B. to the reasonable satisfaction of CITY.

2.2 CITY will pay to VENDOR for the Goods in accordance with VENDOR'S bid.

2.3 The place for delivery of the goods is the CITY'S place of business. All goods are FOB Greeley, Colorado.

2.4 All goods sold to CITY are "sale on approval" and may be returned to VENDOR at the convenience of CITY any time before use at VENDOR'S risk and expense, or at any time if the goods are nonconforming or defective. CITY agrees to notify VENDOR within a reasonable time of its election to return the goods.

2.5 If city personnel assistance is needed to unload the goods or special access is required, the vendor must contact the city department representative twenty-four hours prior to the delivery or as soon as is reasonable for emergency purchases.

2.6 If CITY deems it inexpedient to repair or replace damaged or nonconforming goods, or to correct damaged work or work not performed in accordance with the contract, CITY shall make an equitable reduction of the contract price. VENDOR is responsible for special orders goods made to the specifications identified by the CITY. If the special order specifications provided by CITY are not correct, CITY is responsible for the cost of the order.

2.7 CITY certifies the following:

- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Goods.
- B. No change order or additional Contract, which requires additional goods from the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional goods.

ARTICLE 3. TERM AND TERMINATION

3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.

3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.

3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

ARTICLE 4. PURCHASING ORDINANCE

This solicitation and contract is done in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein. Time is of the essence hereof.

ARTICLE 5. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code, Title 4 of the Colorado Revised Statutes, shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 6. JURISDICTION AND COMPLIANCE WITH LAW

This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

ARTICLE 7. INSURANCE

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.

6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- A. \$1,000,000 each occurrence;

B. \$1,000,000 general aggregate;

C. \$1,000,000 products and completed operations aggregate.

6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and nonowned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

6.4 Additional Insured. CITY shall be named as additional insured on all required policies.

6.5 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.

6.6 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.

6.7 Certificates. If requested, the Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within 7 Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within 7 Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

ARTICLE 8. INDEPENDENT CONTRACTOR

VENDOR is, and shall be, in the performance of all activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Contract shall, at all times and in all places, be subject to VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents of CITY.

ARTICLE 9. CHANGES TO THE CONTRACT

CITY, without invalidating the contract, may order additional goods, and make any other reasonable related changes to the contract by altering, adding to, or deducting from the original order. The contract price, or delivery date of the goods may be adjusted accordingly by signing a change order.

ARTICLE 10. INSPECTION BY CITY

The authorized representative of CITY shall be given an opportunity to inspect the merchandise, material, and/or labor offered by the VENDOR and/or will, at all times, have access to the site of the work for the purpose of inspection. VENDOR shall provide safe, convenient and proper facilities for such access and inspection.

ARTICLE 11. ACCEPTANCE AND FINAL PAYMENT

Within ten days after delivery of goods and completion of the associated work, CITY will make a final inspection to determine whether the goods have been provided and all associated work has been completed in accordance with the contract and collateral documents. If any requirements of the contract are not complete, VENDOR shall promptly rectify all items. When the CITY indicates acceptance of the work, VENDOR may requisition final payment of contract price.

ARTICLE 12. GUARANTY AND WARRANTIES

VENDOR shall furnish the CITY with a written guaranty for one (1) year covering all goods, labor, materials and workmanship incorporated in the work. VENDOR, in instances of work performed or material or equipment furnished for which warranties are required by the specification, shall procure such warranties and deliver them to CITY on completion of the work. Such warranties will in no way lessen VENDOR'S responsibilities, under the contract documents. Whenever warranties or guaranties are required by the specifications for a period longer than one (1) year, such longer period shall govern.

ARTICLE 13. POST-COMPLETION INSPECTIONS

Final payment made to VENDOR for completion of the work shall not operate to relieve VENDOR of responsibility for faulty material or workmanship and, unless otherwise provided, VENDOR shall remedy any defect due thereto and pay for any damages resultant therefrom which shall appear within one year from the date of final acceptance of the work. If VENDOR fails to promptly rectify defects or deficiencies identified during post-completion inspections, CITY may correct such defects and deficiencies and back charge VENDOR for the cost thereof.

ARTICLE 14. DEDUCTION FOR NON-CONFORMING GOODS

If the CITY deems inexpedient the repair or replacement of damaged or nonconforming goods, or of labor or work not performed in accordance with the contract, the CITY shall make an equitable reduction of the contract price.

ARTICLE 15. DISPUTES

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to the contractor. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

ARTICLE 16. INDEMNIFICATION

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR.

ARTICLE 17. TABOR

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intent to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

ARTICLE 18. ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract

Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 19. AUTHORITY TO BIND

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Amendment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

ARTICLE 21. ASSIGNMENT

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

ARTICLE 22. SEVERABILITY

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23. VENUE AND GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

This bid may be awarded to one or multiple vendors as deemed in the best interest of the City of Greeley.

By submitting a bid you acknowledge that you understand and comply with all terms and conditions set forth in the Contract associated with this Invitation for Bid. Signing this bid evidences your intent to be bound by the terms of the Contract.

By submitting this bid you further certify that this bid is made without prior understanding, Contract or connection with any business or person submitting a competitive bid and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive quoting is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Bids received without this signed statement will be deemed non-responsive.

Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

Payment will be made to the vendor submitting pricing for this bid unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order

being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this bid to issue payment to another party.

Thank you for submitting a competitive bid to the City of Greeley.

DUNS NUMBER: _____

VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINT AUTHORIZED SIGNATURE _____

EMAIL ADDRESS _____

PHONE NUMBER _____ DATE _____

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

EXECUTED:
The City of Greeley
Approved as to Substance

Signed: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

Signed: _____
Name: _____
Title: _____
Date: _____

ENDORSED:
The City of Greeley
Approved as to Legal Form

Signed: _____
Name: _____
Title: _____
Date: _____

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____



Virtual Bid Opening Meeting

Friday, February 28th, 2025, at 2:30 P.M. (MST)

F25-01-002-01 – WTRF Ferric Chloride Supply

Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 263 725 482 056

Passcode: om6Fk3pX

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