



**Invitation for Bids
IFB-4750-20-SH**

FERRIC OR FERROUS CHLORIDE

RESPONSES DUE:

March 3, 2020 prior to 2:30 P.M. Local

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS.
If website or other problems arise during response submission, vendor **MUST** contact
RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for an Invitation for Bids intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

TABLE OF CONTENTS

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid Form

SECTION 1: INSTRUCTIONS TO BIDDERS

- 1.1 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Ferric or Ferrous Chloride as described in Section 3. All specifications and scope of work should be verified by Bidders prior to submission of bids.
- 1.2 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction Purchasing Policy and Procedure Manual.
- 1.3 Submission:** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of Bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “Electronic Vendor Registration Guide” at www.gjcity.org/business-and-economic-development/bids for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603).
- No bids will be considered in which the specifications, provisions or conditions of the price Bid have been modified. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Bidder as such will be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.4 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.5 Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.6 Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.7 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City’s website at www.gjcity.org/business-and-economic-development/bids, and Bidnet at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their Bid.
- 1.8 Taxes:** The City is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.

- 1.9 Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.10 Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The City may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.11 Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1 Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2 Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the City and Contractor. City will provide the contract/purchase order. By executing the contract, the Bidder represents that he/she has familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the City on request at the completion of the work.
- 2.3 Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the City any error, inconsistency or omission he may discover. Contractor shall not be liable to the City for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

- 2.4 Warranty:** The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.5 Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the City in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, he shall assume full responsibility and shall bear all costs attributable.
- 2.6 Responsibility for Those Performing the Work:** The Contractor shall be responsible to the City for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.7 Insurance Requirements:** The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), (c), and (d) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

2.8 Indemnification: The Contractor shall defend, indemnify and save harmless the City, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from Bid award. Contractor shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

2.9 Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the City immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response

to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the City may require the services to be redone at no additional expense to the City.

- 2.10 Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed or Purchase Order. If there is no Notice to Proceed, it shall be the date of the Contract/Purchase Order or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the City when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.11 Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.12 Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the City to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the City's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the City shall make payment in the manner provided in the Contract Documents.
- 2.13 Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying Citys and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.14 Changes in the Work:** The City, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the City issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.15 Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the City written notice thereof within a reasonable time after the occurrence of the event giving rise

to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

- 2.16 Minor Changes in the Work:** The City shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.17 Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the City as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the City's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the City. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the City prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.18 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the City.
- 2.19 Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the City.
- 2.20 Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.21 Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.22 Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this IFB.
- 2.23 Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for

convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.

2.24 Employment Discrimination: During the performance of any services per agreement with the City, the Contractor, by submitting a Bid, agrees to the following conditions:

2.24.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.24.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

2.24.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.25 Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.26 Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.

2.27 Failure to Deliver: In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

2.28 Failure to Enforce: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

2.29 Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

2.30 Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the City. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The City

shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

- 2.31 Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The City reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.32 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City.
- 2.33 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.34 Patents/Copyrights:** The Contractor agrees to protect the City from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.35 Remedies:** The Contractor and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.36 Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Colorado.
- 2.37 Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the City.
- 2.38 Sovereign Immunity:** The City specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.39 Non-Appropriation of Funds:** The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current City's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.40 Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and

pricings established in this Bid. The quantities furnished in this bid document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.41 Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the City pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.41.1 "Public works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: STATEMENT OF WORK

- 3.1 General:** The City of Grand Junction, Colorado (City) is seeking bids from qualified firms to provide Ferric Chloride or Ferrous Chloride in an aqueous solution containing 25-50% FeCl₃ or FeCl₂. The estimated annual volume is 100-110 dry tons of product. Please note these are estimates only. There is no guarantee of minimum or maximum annual volumes. The awarded contract will not be exclusive, and may result in a split award naming a primary and secondary provider.

Grand Junction's Persigo Wastewater Treatment Plant is located at 2145 River Road, Grand Junction, Colorado 81505.

- 3.3 Scope of Work:** Please see Section 4.0 Response Form for detailed minimum specifications and Bid form. Submitted prices are to include all charges for manufacture, material, supplies, shipping/handling, unloading, insurance, and equipment necessary to supply the product as described in this RFP. In the absence of comment on particular points, industry standard practice should be presumed to prevail. Any exceptions to specifications must be clearly spelled out at time of Bid in a separate document attached to the PDF.

The City will not order 110 dry tons of each product. The volume is an overall total estimate. Please note these are estimates only. There is no guarantee of minimum or maximum annual volumes. Orders will be based on treatment needs and may be higher or lower than the estimated annual quantity.

The awarded contract will not be exclusive, and may result in a split award naming a primary and secondary provider. The City reserves the right to order any chemical from any provider at any time.

All deliveries shall be coordinated with the City's Project Manager:

Jay Vancil
Operations Supervisor
970-256-4166
jayv@gjcity.org

3.4 RFP Tentative Time Schedule:

- | | |
|--|--------------------|
| • Invitation for Bids available on or about | January 31, 2020 |
| • Inquiry deadline at noon, no questions after this date | February 19, 2020 |
| • Addendum issued, if needed | February 24, 2020 |
| • Submittal deadline for Bids prior to 2:30 PM | March 3, 2020 |
| • City evaluation of Bids | March 4 – 13, 2020 |
| • Final selection | mid March 2020 |
| • Contract execution | April 1, 2020 |

3.5 Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

- 3.6 Contract:** The initial contract period shall begin on or about April 1, 2020 through March 31, 2021. Upon mutual agreement between the awarded firm/s and the City there is an option for three (3) annual renewals, depending on appropriated funds as stated in Section 2.21.

SECTION 4.0: SOLICITATION RESPONSE FORM

RFP-4750-20-SH

Firms must submit entire Form completed, dated and signed.

Mark YES when Bidder meets the specification completely and mark NO if the Bidder does not meet the specification to its fullest. All NO responses shall be explained in a separate document attached to this Form.

MINIMUM SPECIFICATIONS	Meets Specifications?	
	Yes	No
Non-crystallized form – no substitutes.		
Must be in an aqueous solution containing 25% to 50% FeCl ₃ or FeCl ₂		
Shall not contain the following substances in excess of the indicated concentration by weight: <ul style="list-style-type: none"> • Percent HCl (free acid) 3.0% • Water Insolubles 0.5% • Ether Soluble Substances 0.01% 		
Product shall not contain organic or inorganic contaminants in concentration that could cause problems with the treatment processes or products.		
Supplier shall submit written analytical data for the proposed product that shall include the method of analysis, nominal values and the anticipated range of variation (listed on Quotation Record).		
Supplier will be required to submit a written analysis for each truckload of product indicating the percent of anhydrous FeCl ₃ , FeCl ₂ , Percent HCl (free acid), percent insoluble solids, and specific gravity of the product.		
Lead time requirements for placing orders for delivery dates shall not exceed two (2) weeks		
FOB Destination: All products shall be delivered to the Grand Junction Municipal Campus, 333 West Avenue, Grand Junction, CO 81501.		
All deliveries shall be FULL TRUCK LOAD (FTL) only and off loaded by the driver.		
Driver is responsible for providing a 2" female camlock fitting on the truck to connect with male fitting on the tank.		
Deliveries shall be strained through a Y-strainer. If strainer becomes plugged, supplier is responsible for resolving the issue. Supplier is responsible to replace any poor quality product discovered during this process.		
Deliveries shall be made from 8:00 am through 2:00 pm, Monday through Friday, excluding holidays.		
Due to the critical nature of deliveries, liquidated damages shall be assessed on late deliveries. For every day that delivery of the order is late, vendor shall be penalized with a 5% per day reduction on the total cost of the load.		

BID FORM A	Estimated Annual Quantity	Cost Per Ton	Total Cost
Ferric Chloride	110 Dry Tons		
Nominal values and the anticipated range of variation	Sp. Gr.	_____	
	Solution Concentration	_____ %	
	FeCl ₂	_____ %	
	FeCl ₃	_____ %	
	HCl (free)	_____ %	
	As, Cd, Cr, Cu, Cn, Pb, Hg, Mo, Ni, Se, Ag, Zn, and Suspended Solids.	_____ mg/L	
Have you included copies of warranties?	Yes	No	
Have you included a list of references?	Yes	No	
Have you included copies of license/certification?	Yes	No	
Does your Bid comply with all aspects of this RFP?	Yes	No	
All NO responses shall be explained in a separate document attached to this form.			

Note: The City will not order 110 dry tons of each product. The volume is an overall total estimate.

BID FORM B	Estimated Annual Quantity	Cost Per Ton	Total Cost
Ferrous Chloride	110 Dry Tons		
Nominal values and the anticipated range of variation	Sp. Gr.	_____	
	Solution Concentration	_____ %	
	FeCl ₂	_____ %	
	FeCl ₃	_____ %	
	HCl (free)	_____ %	
	As, Cd, Cr, Cu, Cn, Pb, Hg, Mo, Ni, Se, Ag, Zn, and Suspended Solids.	_____ mg/L	
Have you included copies of warranties?	Yes	No	
Have you included a list of references?	Yes	No	
Have you included copies of license/certification?	Yes	No	
Does your Bid comply with all aspects of this RFP?	Yes	No	
All NO responses shall be explained in a separate document attached to this form.			

The City reserves the right to waive any information or irregularities in any offer or reject any offer.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date