



May 17, 2024

Bidder:

The City of Traverse City will receive **sealed bids** in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Tuesday, June 18, 2024 at 10:00 a.m.** for the following:

**Approximately 225 Dry Tons of 39% Ferric Chloride  
for the Wastewater Treatment Plant (specifications attached)**

If the specifications are obtained from the City's new updated website link at: [City of Traverse City Bids](#), it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to [ksheridan@traversecitymi.gov](mailto:ksheridan@traversecitymi.gov)

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified. If you so desire, you may call for results.

You must indicate on the outside of the sealed envelope that the bid is for the "**Dry Ferric Chloride Bid**." You must submit TWO (2) SEALED COPIES of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. **Alternatively, emailed bids will be accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, "Dry Ferric Chloride Bid" and submit your e-mailed bid to [ksheridan@traversecitymi.gov](mailto:ksheridan@traversecitymi.gov) before Tuesday, June 18, 2024 at 10:00 a.m.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Mark Huggard, Project Manager, at (231) 922-4922 before the bid is submitted.

PLEASE SUBMIT BID TO: Kim Sheridan, Purchasing Agent  
400 Boardman Avenue, 2<sup>nd</sup> floor  
Traverse City, MI 49684  
Email: [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

## SPECIFICATIONS

**ITEM:** APPROXIMATELY 225 DRY TONS OF FERRIC CHLORIDE  
(39%)

### CHEMICAL REQUIREMENTS:

Ferric Chloride (39%) must conform to all provisions pertaining to NSF ANSI Standard 60 and AWWA Standard B407-18.

Price quote is to include up to 45,000 pound or 8.5 dry ton shipments of Ferric Chloride as required and released by the Wastewater Treatment Plant, **delivered** to the Wastewater Treatment Plant F.O.B., at 606 Hannah Ave, Traverse City, MI. The Ferric Chloride must be delivered by bulk shipment in clean tanks dedicated for Ferric Chloride shipment only and capable of offloaded into the bulk storage tanks at the Wastewater Treatment Plant. The timeframe for delivery will be July 1, 2024 to June 30, 2025.

Proposal to state terms.

BIDDERS ARE TO INCLUDE WITH THEIR BIDS CURRENT SAFETY DATA SHEETS AND AN AFFIDAVIT OF COMPLIANCE ATTESTING THE SUPPLIED CHEMICAL COMPLIES WITH NSF/ANSI STANDARD 60 CERTIFIED FOR USE IN POTABLE WATER.

**Bidder: Important! Attach Safety Data Sheets and Affidavit mentioned above.**

**Questions are to be directed to Mark Huggard, Project Manager, (231) 922-4922.**

**Bidder - Please complete and return**

**BID SUMMARY**

**TITLE:        APPROXIMATELY 225 DRY TONS OF DRY FERRIC CHLORIDE (39%)**

**DUE DATE: Tuesday, June 18, 2024 @ 10:00 a.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
  - iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
  - iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
  - v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.
- (f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

**Term/Service Order. The bid shall be for a period of one year, with an option of renewal for two additional years, in one-year increments, if the price remains the same and the service remains satisfactory as determined by the City.** The City has the right to terminate the contract at any time the bidder does not perform the duties as specified. The successful bidder shall accept a service order from the City to perform this work.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Item Name: \_\_\_\_\_

Cost: \$\_\_\_\_\_ (Per Dry Ton including ALL delivery charges)

Delivery Lead Time: \_\_\_\_\_

Other Terms: \_\_\_\_\_

\_\_\_\_\_

**Bidder: Important! Attach Safety Data Sheets and Affidavit mentioned in the specifications.**

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City,

\_\_\_\_\_  
State,

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_  
If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

2. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

3. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, MI  
49684  
(231) 922-4440



May 17, 2024

Fuel/Chemical Vendor:

The City's requirements for delivery of fuel/chemicals are as follows:

The Vendor shall provide all goods under the City's Purchase/Service Orders to the City "Freight on Board" (FOB) Destination or Vendor shall carry broadened auto pollution liability coverage, Form CA 9948, with the City named as additional insured. Vendor shall carry commercial general liability coverage, including products liability coverage, with the City named as additional insured; and Workers' Compensation and Employers' Liability coverage. (See attached insurance requirements.)

Please acknowledge below whether all fuel/chemicals provided to the City is FOB Destination and we will review your certificate of insurance to determine whether it meets the City's requirements.

Freight on Board (FOB) Destination: Yes \_\_\_\_\_ No \_\_\_\_\_

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

By: \_\_\_\_\_  
Signature Name (Print or Type)

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The City of Traverse  
City  
Office of the City Manager

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, MI  
49684  
(231) 922-4440



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**VENDOR** \_\_\_\_\_ **S.O.** \_\_\_\_\_ **DATE** \_\_\_\_\_

If you will be providing services to the City of Traverse City, this is to notify you that all Vendors must provide a current certificate of insurance from a company licensed to business in the State of Michigan to the City Manager's Office with the amounts of liability as indicated below prior to services being rendered. If Vendor will be rendering services to the City throughout the year, the City may use the same certificate of insurance that Vendor provides (as long as it remains current) for each service order issued. The Vendor agrees not to change and agrees to maintain such insurance throughout the period of performance of this service order. Vendor will upon acceptance of this service order provide a certificate of insurance to the City Manager's Office. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expire, all activities under this service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereto presented to the City. Please fax or mail the original ASAP.

  X   **Contractor's Commercial General Liability Insurance:** The Vendor shall acquire and maintain during the life of this service order, commercial general liability insurance coverage in the amount of \$1,000,000 minimum per occurrence for all claims arising out of the Vendor's work, including products liability.

  X   **The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

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**AUTO LIABILITY (IF FOB DESTINATION)**

  X   **Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles if a motor vehicle is used to provide services or products.

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  X   **Workers Compensation Insurance:** The Vendor shall procure and maintain during the life of this service order, workers compensation insurance, including employers' liability coverage in accordance with all applicable statutes of the State of Michigan. If a sole proprietor, a sole proprietor waiver must be executed and notarized