



2626 Courtland Street
Duluth, MN 55806-1894
phone 218.722.3336, fax 218.727.7471, www.wlssd.com

Western Lake Superior Sanitary District

INVITATION FOR BIDS BULK FERRIC CHLORIDE WLSSD BID #1478

Sealed bids for **Ferric Chloride** will be received by Western Lake Superior Sanitary District (WLSSD) until the BID CLOSING time of **2:00 pm, local time, February 8, 2024** whereupon the bids will be publicly opened and read aloud. Bids received after the bid closing time will be returned unopened.

Each bid must be sealed and clearly marked: **“Ferric Chloride-WLSSD Bid #1478”** and addressed to:

Ariel Wolf, Buyer
Western Lake Superior Sanitary District
2626 Courtland Street Duluth, MN 55806

Copies of this bid may be obtained through the District's website at <https://wlssd.com/doing-business/bids-proposals/> or by emailing ariel.wolf@wlssd.com. Technical questions related to this bid should be directed to Samidha Junghare, WLSSD Sr. Engineer at (218) 740-4841.

All bids must be accompanied by a certified check, cashier's check or bid bond in the amount of 5% of the total bid amount (based on the expected year agreement cost) and made payable to Western Lake Superior Sanitary District.

Western Lake Superior Sanitary District reserves the right to reject any and all bids, to waive irregularities and to accept the bid deemed in the best interest of the organization. No bidder may withdraw their bid within 60 days of the closing date.

1.0 BACKGROUND INFORMATION

Western Lake Superior Sanitary District provides solid waste management and wastewater treatment services for an approximately 500 square mile region around St. Louis and Carlton Counties. It is governed by a nine-member citizen Board of Directors. The wastewater facility treats an average of 40 MGD.

Ferric Chloride is fed to the anaerobic digestion system process both to reduce the hydrogen sulfide (H₂S) concentration of the digester gas and to bind phosphorus that would otherwise be liberated by centrifugation (dewatering) before it is returned to the treatment plant headworks. WLSSD is currently under agreement with PVS Technologies Inc. at a rate of \$1,316.00 per dry ton; set to expire April 30, 2024.

2.0 TIMELINE

Event	Date
Bids Issued	January 2, 2024
Bid submittal deadline	2 pm February 8, 2024
WLSSD Board of Directors awards bid	February 26, 2024
Contract Term	May 1, 2024 – April 30, 2025

3.0 SPECIFICATIONS

Ferric Chloride Solution shall meet high-quality, drinking water grade specifications. No material originating as a by-product of the titanium dioxide manufacturing process will be allowed. The product shall be free of any foreign element or compounds that may negatively affect the treatment plant operations or contaminate residuals for use in landfill or biosolids land application.

Concentration:

NSF Certified Drinking Water Grade Liquid Ferric Chloride

CAS No. 7705-08-0

Concentration: 37% by weight minimum, corresponding to 12.7% by weight ferric iron

Concentration Range: 37%-42%

Ferric Hydrochloric Acid: 1.0% by weight maximum

Insoluble Material: 80 ppm by weight, maximum

4.0 AGREEMENT SPECIFIC TERMS AND CONDITIONS

4.1 Approved Product Price:

The agreed upon price per dry ton shall remain firm throughout the term of the Agreement (1 year). This price should include all applicable shipping, handling, and packaging container costs.

4.2 Term of the Agreement:

The term of the Agreement shall be for one year, commencing on May 1, 2024.

4.3 Delivery:

WLSSD will accommodate deliveries between 7:00 AM to 3:00 PM, Monday through Friday. Deliveries must be made within five (5) business days after receipt of order. Purchase orders will be sent to the vendor through email. Order and delivery confirmation are required. The vendor must notify WLSSD of any shipping delays.

WLSSD staff will be available to assist delivery driver with product unloading. Deliveries shall be F.O.B. destination, freight pre-paid to:

Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806
218/740-4801 (24 hours)

Each tank truck delivery shall have a numbered seal on the tank outlet valve which corresponds with the bill of lading. This seal will be used by WLSSD staff to verify the contents of the tank truck to ensure it is offloaded into the proper WLSSD storage tank.

4.4 Quantity:

Estimated annual usage is determined to be approximately 300 DRY TONS. The total quantity, while based on sound estimates, should not be construed as a minimum or maximum. Use of this product has been historically consistent throughout the year, but may have increases or decreases in frequency ordered based upon plant conditions.

4.5 Quality:

The Product must be consistent in quality throughout the term of the Agreement. Should the quality of product deteriorate or fail to perform effectively under current conditions, and the vendor neglects to address these problems WLSSD reserves the right to cancel this Agreement.

4.7 Performance and Payment Bonds: The vendor will provide WLSSD with a Performance Bond in the amount of \$40,000, in a form and issued by a surety acceptable to WLSSD, and naming WLSSD as obligee under the bonds, bonding and assuring the vendor's performance of the Agreement. The premium shall be paid by the vendor and the bonds shall be maintained in force until completion of the Agreement.

5.0 BID FORM

The undersigned Bidder has read and fully understands the nature of the product and services requested and can meet the specifications and Terms and Conditions stated herein. Please note below any exceptions or alternatives to these requirements. This Bid Form, along with SDS, and bid bond must be returned to WLSSD in a sealed envelope and appropriately marked: **“Ferric Chloride-WLSSD Bid #1478 on or before 2:00 pm, Local Time, February 8, 2024.”**

Delivered price per **DRY TON** of Ferric Chloride as specified \$ _____

Product Name _____

Addenda Acknowledgment	
Number	Date

Vendor Name _____

Address _____

Phone _____

Terms/discounts offered (if any) _____

Contact Name _____

Email address _____

Title _____

Authorized Signature _____ Date _____



Clear Answers for Clean Water™

SAMPLE FERRIC AGREEMENT

This AGREEMENT (“Agreement”) is made as of May 1, 2024 by and between Western Lake Superior Sanitary District (“WLSSD”) and _____ (“Vendor”), which agree as follows:

Approved Product:

Approved Product Specifications:

Ferric Chloride Solution shall meet high-quality, drinking water grade specifications. No material originating as a by-product of the titanium dioxide manufacturing process will be allowed. The product shall be free of any foreign element or compounds that may negatively affect the treatment plant operations or contaminate residuals for use in landfill or biosolids land application.

NSF Certified Drinking Water Grade Liquid Ferric Chloride

CAS No. 7705-08-0

Concentration: 37% by weight minimum, corresponding to 12.7% by weight ferric iron

Concentration Range: 37%-42%

Ferric Hydrochloric Acid: 1.0% by weight maximum

Insoluble Material: 80 ppm by weight, maximum

Approved Product Price:

The agreed upon price of \$___ per dry ton shall remain firm throughout the term of the Agreement (1 year). This price should include all applicable shipping, handling, and packaging container costs.

Term of the Agreement:

The term of the Agreement shall be for one year, commencing on May 1, 2024.

Delivery:

WLSSD will accommodate deliveries between 7:00 AM to 3:00 PM, Monday through Friday. Deliveries must be made within five (5) business days after receipt of order. Purchase orders will be sent to the vendor through email. Order and delivery confirmation are required. The vendor must notify WLSSD of any shipping delays.

WLSSD staff will be available to assist delivery driver with product unloading. Deliveries shall be F.O.B. destination, freight pre-paid to:

Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806
218/740-4801 (24 hours)

Each tank truck delivery shall have a numbered seal on the tank outlet valve which corresponds with the bill of lading. This seal will be used by WLSSD staff to verify the contents of the tank truck to ensure it is offloaded into the proper WLSSD storage tank.

Quantity:

Estimated annual usage is determined to be approximately **300 DRY TONS**. The total quantity, while based on sound estimates, should not be construed as a minimum or maximum. Use of this product has been historically consistent throughout the year, but may have increases or decreases in frequency ordered based upon plant conditions.

Quality:

The Product must be consistent in quality throughout the term of the Agreement. Should the quality of product deteriorate or fail to perform effectively under current conditions, and the vendor neglects to address these problems WLSSD reserves the right to cancel this Agreement.

Performance and Payment Bonds: The vendor will provide WLSSD with a Performance Bond in the amount of \$40,000, in a form and issued by a surety acceptable to WLSSD, and naming WLSSD as obligee under the bonds, bonding and assuring the vendor's performance of the Agreement. The premium shall be paid by the vendor and the bonds shall be maintained in force until completion of the Agreement.

All services shall be performed in accordance with WLSSD Terms and Conditions, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

- Vendor Submitted Bid
- Product SDS
- Performance Bond
- Vendor provided certificate of insurance

In witness whereof, WLSSD and Vendor have hereunto set their hands as of the day and year first above written.

Western Lake Superior Sanitary District

(Vendor)

By:

By:

Date:

Date:

2626 Courtland Street
Duluth, MN 55806

WLSSD PRODUCT PROCUREMENT TERMS AND CONDITIONS January 2023 Version

The following terms and conditions will apply to the Agreement:

1. Definitions. As used in this herein, “Agreement” means the written instrument which is evidence of the agreement between the Buyer and the Vendor or the purchase and delivery of product. “Buyer” means the Sanitary Board of the Western Lake Superior Sanitary District. “Vendor” means the individual, company, or organization from whom the products are ordered. “Product” means the product ordered under the Agreement. “Documents” means the Agreement including the provisions of any drawings, prints, plans, descriptions, specifications, samples, data and other documents specifically listed in the Agreement (approved shop drawings or other submittals by the Vendor are not Documents unless listed in the Agreement).

2. Agreement Authority; Applicable Terms. The Agreement, when properly signed by Buyer and Vendor, is recognized by the Buyer as authority for commencing procurement of product, supersedes all previous communications and negotiations except as specifically incorporated, and constitutes the entire agreement between the parties. No terms stated by the Vendor in accepting or acknowledging the Agreement shall be binding on the Buyer unless accepted in writing by the Buyer. In particular, shipment of product by the Vendor in the absence of the Buyer’s agreement to the Vendor’s proposed terms will constitute the Vendor’s acceptance of the terms of the Agreement and any terms or Documents incorporated in the Agreement by reference. This Agreement is subject to any special specifications, terms or conditions accompanying or incorporated by reference in this Agreement by the Buyer. The terms of this Agreement may only be changed by mutual written agreement of the parties.

3. Procurement of Product; Payment. The Product must be delivered no later than the date or dates specified in the Agreement. Unless the Buyer agrees otherwise, delivery to the Buyer’s property must be between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays.

The Vendor shall submit an invoice upon delivery of product, or an invoice based on the timing of invoices set forth in the Agreement, containing the Purchase Order Number assigned to the purchase of Product, Vendor’s calculation of payment due based on the Product price outlined in this Agreement. On verification and acceptance by the Buyer, the Buyer will pay Vendor the invoiced amount. The Buyer will accept early payment discounts. Invoices should be submitted electronically to apinvoices@wlssd.com and copied to the Buyer’s Agreement contact. Vendor will not receive payment for Product found by the Buyer to be not in compliance with this Agreement, or delivered in violation of federal, state or local law, ordinance, rule or regulation, directive or Buyer’s policies.

4. General Terms. The Vendor will be solely responsible for the product until it is offloaded at Buyers facility.

The Vendor shall keep current any licenses, permits, or certificates which may be required for production and delivery of the product and will obtain and pay for all permits, licenses, and inspections necessary.

6. Delivery, Transportation. Time is of the essence. Delivery must be provided within the time specified in this Agreement. If delivery is not timely made, Buyer may, in addition to its other rights and remedies, direct Vendor to make expedited routing at Vendor's expense. The Products shall be properly packed, marked, loaded and shipped as required by this Agreement and by the transporting carrier. Vendor shall pay all costs of transportation and delivery of the Products. The risk of loss or damage in transit shall be upon Vendor. Vendor shall not procure, produce or ship any Products unless authorized in writing by Buyer or as necessary to meet specific delivery dates. Shipments in excess of those authorized by Buyer or shipments received by Buyer in advance of the scheduled delivery date may be returned to Vendor at Vendor's expense, and such determination shall be at the sole discretion of Buyer. Buyer may change shipping schedules or direct temporary suspension of such scheduled shipments.

5. Express Warranties. With respect to the Products or services purchased under this Agreement, and all other Products or services purchased from Seller, Seller expressly warrants for the Warranty Period as follows: (a) the Products shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the Products shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the Products that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the Products shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the Products shall be adequately contained, packaged, marked and labeled; and (f) the Products shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination. These warranties shall be in addition to all other warranties, whether express, implied or statutory.

In the event that services are provided in connection with the supply of Products, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this Agreement, including but limited to any statement of work issued by Buyer.

These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers. These warranties may not be limited or disclaimed by Vendor. Buyer's approval of Vendor's design, material, process, drawing, specifications or the like shall not be construed to relieve Vendor of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification request for one or more Products constitute a waiver of any such requirements for the remaining Products to be delivered hereunder unless so stated by Buyer in writing.

If Buyer experiences any defect, failure or non-conformity during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (1) retain the defective Products in whole or in part with an appropriate adjustment in the price for the Products; (2) require Vendor to cure defects in the Products within a reasonable period of time, determined by Buyer in its sole discretion given the urgency of the given situation; (3) require Vendor to repair or replace the defective Products in whole or in part at Vendor's sole expense, including all shipping, transportation and installation costs; (4) correct or replace the defective items with similar items from a third-party and recover the total cost from Vendor, including the cost of product recalls; and (5) exercise all other rights under the Uniform Commercial Code and any other applicable statutes.

6. Passage of Title; Risk of Loss. The Product, shall be the property of, and title thereto shall pass to, the Buyer at the earliest moment possible subject to the Buyer's obligation to pay Vendor in accordance with the Agreement. Notwithstanding Buyer's title thereto, Vendor will be responsible for the care, custody, control and safe keeping and preservation of all Product, Vendor or its subcontractors and to promptly repair or replace Product which is damaged or lost, during delivery.

7. Indemnity; Insurance. The Vendor agrees to indemnify, and hold harmless the Buyer from expenses, damages, or claims arising from procurement and delivery of Product under this Agreement by the Vendor, its agents, employees or subcontractors, but only to the extent they are caused by the negligent acts or omissions of the Vendor, its employees, and its subcontractors in the performance of services under this Agreement. Nothing in this Agreement shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law. **The Vendor shall procure and maintain insurance sufficient to protect the Buyer against claims for injuries to persons or damage to property which may arise from or in connection with the procurement of Product by the Vendor or its employees, subconsultants, representatives or agents, and Vendor acknowledges the amount of such insurance may be greater than the minimums specified below.** The Vendor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Buyer, but rather to reimburse the Buyer for attorney's fees and costs incurred by the Buyer in defending such actions or proceedings brought against the Buyer.

The Vendor shall procure and maintain the following minimum insurance coverage for the term of the Agreement from an insurance company or companies lawfully authorized and licensed to do business in the State of Minnesota. The coverage will insure against injuries to persons or damage to property which may arise out of or result from acts or omissions in purchase of Product under this Agreement by the Vendor or its employees, subcontractors, suppliers, representatives, or agents, and list Buyer, its Board members, agents, employees and servants, as additional insureds under the Commercial General Liability and Business Automobile Liability insurance. Any deductibles or self-insured retentions are the sole responsibility of the Vendor. They must be approved by the Buyer. This insurance shall be written for not less than the limits of liability specified below or as required by law, whichever coverage is greater.

A. Commercial General Liability coverage, written on an occurrence basis, including liability arising from premises, operations, contingent coverage for subconsultants, products/completed operations and blanket contractual liability, personal injury and advertising injury. The coverage shall be primary and non-contributory. The Vendor shall maintain at least the following limits:

- \$2,000,000 Per Occurrence
- \$2,000,000 General Aggregate

B. Business Automobile coverage, written on an occurrence basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased. The Vendor shall maintain the following limits: Automobile Liability with a limit not less than \$2,000,000 Combined Single Limit.

C. Statutory Workers' Compensation and Employers' Liability coverage, including other states coverage and, if applicable, Maritime and/or Longshoremen and Harbor Workers' Act Coverage. The Vendor shall maintain the following limits:

- Workers' Compensation to be as required by applicable statute(s).
- Employers' Liability with a limit not less than \$1,000,000 each per person per occurrence.

D. Vendor shall maintain sufficient Pollution Liability covering the Vendor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the services to be performed under this contract.

E. Vendor shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount not less than \$1,000,000 per occurrence.

F. Insurers shall provide Buyer 30 days advance written notice of cancellation or material alteration of any of the insurance coverage specified herein.

Certificates of Insurance with the above specifications shall be filed with the Buyer prior to the commencement of the Agreement showing Vendor complies with the above specifications. Each certificate shall contain the following: Buyer's Project Name, Buyer's Project Number(s), Buyer's Bid or Purchase Order Number, name and address of the insured, and name(s) of additional insured.

8. Performance and Payment Bonds. If required by the Agreement, the Vendor will provide the Buyer with a Performance Bond and a Payment Bond, in a form and issued by a surety acceptable to the Buyer, and naming the Buyer as obligee under the bonds, bonding and assuring the Vendor's performance of the Agreement and payment of all persons furnishing labor and materials for the Work. Each bond shall be in the amount of one hundred percent of the amount of the Agreement and shall be delivered to the Buyer prior to starting the work. The premium shall be paid by the Vendor and the bonds shall be maintained in force

until delivery of all the services and for one year after the final payment is made, unless a different time period is agreed to by the parties.

9. Applicable Law; Compliance with Law. The laws of the state of Minnesota shall govern the Agreement. Vendor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Duluth, Minnesota, in any legal action concerning or relating to this Agreement. In the performance of its obligations pursuant to the Agreement, the Vendor agrees to comply with all applicable provisions of federal, state, and local laws, regulations, and directives, and agrees that the most recent of such provisions will govern the Agreement at any particular time. Vendor represents and warrants that its employees have all licenses and permits necessary to conduct their business and perform the obligations under this Agreement.

10. Non-Discrimination. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age.

11. Record-keeping; Audit. The Vendor agrees to keep and maintain during the performance of the Agreement, and for a period of six years following, records and files relating to the financial aspects of the Agreement, and further agrees to allow the Buyer or designated federal or state personnel to enter on the Vendor's premises and to inspect, copy and audit such records, files, and premises.

12. Prompt Payment by Vendor. The Vendor agrees to pay any subcontractors and material suppliers within 10 calendar days of the Vendor's receipt of payment from the Buyer for undisputed services provided by the subcontractor or material supplier. The Vendor shall pay to the subcontractor or material supplier interest of one and one-half percent per month for any part of a month any undisputed amount is not paid on time. On unpaid, undisputed amounts of \$100 or more, the minimum monthly interest rate shall be \$10. The Vendor will defend, indemnify, and hold harmless the Buyer for any mechanics or materialmen's liens that are filed relating to the Work. At the request of the Buyer, the Vendor will deliver to the Buyer a complete release of all liens which may have been filed and/or complete receipts and waivers of lien rights for all labor, materials, and equipment for which a lien could be filed and the Vendor's sworn statement verifying that all charges for labor and materials have been paid.

13. Workers Compensation; Tax Withholding. Vendor represents that it is in compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and all its subcontractors or material suppliers under the Agreement, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

14. Conflict of Interest. The Vendor certifies that to the best of its knowledge no officer or employee of the Buyer has any pecuniary interest in the business of the Vendor and that no person associated with the Vendor has any interest that would conflict in any manner or degree with the provision of services under the Agreement.

15. Termination. The Buyer may terminate the Agreement at any time and for any reason by giving Vendor thirty days written notice of the termination. In such event, all product ordered by the Buyer and delivered by Vendor shall become the property of Buyer, and Vendor shall be entitled to compensation for all authorized services satisfactorily completed under the Agreement prior to the date of termination.

16. Assignment and Subcontracting. Vendor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Buyer. Vendor shall obtain prior written approval from Buyer before subcontracting any of the services delivered under this Agreement. Vendor remains legally obligated for the performance of all Agreement terms including terms performed by third parties under subcontracts and shall be held responsible by Buyer for the performance of any subcontractor whether approved by Buyer or not. All subcontracted services shall be subject to all applicable provisions of this Agreement.

17. Conditions in Buyer Premises. Vendor hereby warrants and represents that it has inspected the Delivery Site and is familiar with all working conditions, Buyer's operation of facilities and rules which exist there

and subsurface conditions, and that it has made due allowance for such conditions and rules in its price calculations and estimate of time for completion.

18. Safety. The Vendor is responsible for safety of its employees during transportation and delivery of product. At a minimum, the Vendor and its employees shall comply with applicable Occupational Safety and Health Administration (OSHA) Regulations. Vendor must provide Personal Protective Equipment to its employees. Basic PPE consists of: hardhat, safety shoes, safety glasses or goggles and reflective vest if working in an area where there are motorized vehicles present. Each employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities including spills, and avoiding actions and conditions that may result in an injury.

Smoking is prohibited on Buyer's property. Vendor shall be responsible for providing employees who are not using or under the influence of intoxicants including alcohol, marijuana, cannabis, or hemp or using, distributing or possessing controlled substances in violation of the law during the performance of this Agreement on any Buyer jobsite. Vendor agrees to advise its employees that using or possessing intoxicants or controlled substances in violation of the law will not be tolerated on any Buyer jobsite.

19. Consistency with Solid Waste Management Plan. Vendor represents that all disposal of solid waste, if any, under this Agreement will be consistent with the WLSSD solid waste management plan and the WLSSD Solid Waste Ordinance.