

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
INVITATION TO BID



Invitation To Bid (ITB) Information

ITB #3193

Description **Northeast Indiana Public Purchasing Consortium Annual Requirements
for the purchase of Road Salt**

Pre-Bid Meeting Date **N/A**

Meeting Location **N/A**

ITB Due Date **Thursday, May 6, 2010 at 11:00 a.m.**

(Bids will be opened at 11:01 a.m. in the Purchasing Conference Room)

Deliver or mail bid packet to:

City of Fort Wayne
Purchasing Department
1 East Main Street, Room B91
Fort Wayne, Indiana 46802-1804

Information Resources

Purchasing:

Linda Meyer Telephone: **(260) 427-1378** E-mail: **linda.meyer@cityoffortwayne.org**

Technical:

Notices:

1. Fax bids will not be accepted for this ITB.
2. Bids received after the posted ITB Due Date above will not be accepted.
3. **Appropriate blanks on the forms will be filled in by manually printing in ink or by typing the requested information.**
4. **Vendor must submit one original ITB packet plus four (4) copies to facilitate evaluation.**
5. It is the policy of the City of Fort Wayne to involve small businesses and minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. The City of Fort Wayne is a participating member in the President's Recycling Program and has a written recycle policy, which can be requested from the Purchasing Department.
6. The legal document, "Standard Terms & Conditions," may be obtained on the City's website at: Cityoffortwayne.org, Finance & Administration, Purchasing, Standard Terms.
7. Bids will be publicly opened and read in the Purchasing Conference Room in the basement of the City-County Building, 1 East Main Street, Room B91, Fort Wayne, Indiana 46802.
8. To ensure proper identification of your response, the ITB number should be written on the lower left corner of your bid packet envelope. See attached specifications/bid form.
9. Quote F.O.B. Destination
10. Cash discounts: Bidders are encouraged to offer discounts for expedited payment of invoices rendered under this contract. Cash discounts will be taken as earned by the City. Cash discounts will not be considered in the bid evaluation.
11. Any waiver of the specifications is void unless a formal addendum is sent from the Purchasing Department.
12. Approved Equivalents: Unless an item is indicated "No Substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be

considered by the City, provided that the Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc. to enable the City to evaluate the proposed “equivalent”. The decision of the City as to what items are equivalent shall be final and conclusive. If the City elects to purchase a brand represented by the Bidder/Proposer to be an “equivalent”, the City’s acceptance of the item will be conditioned on the City’s inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equivalent, the item shall be returned at the Bidder/Proposer’s expense and the contract canceled without any liability whatsoever to the City. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.

13. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: Cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.

15. MERCURY FREE SPECIFICATION

BIDDERS MUST OFFER MERCURY-FREE ALTERNATIVES TO ALL PRODUCTS WHICH CONTAIN INTENTIONALLY ADDED MERCURY (MERCURY ADDED PRODUCTS) WHERE SUCH ALTERNATIVES EXIST.

SHOULD SUCH ALTERNATIVES NOT BE AVAILABLE, BIDDERS MUST SUBMIT WITH THEIR RESPONSE A LIST OF PRODUCTS WITHOUT MERCURY-FREE ALTERNATIVES AND AN EXPLANATION OF WHY ALTERNATIVES ARE NOT AVAILABLE.

CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS THAT DO NOT PROVIDE MERCURY-FREE ALTERNATIVES OR AN ADEQUATE EXPLANATION WHICH CITY DEEMS ACCEPTABLE.

16. ***ALL EQUIPMENT WHICH RUNS ON ELECTRICITY WILL CARRY THE ENERGYSTAR RATING WHENEVER POSSIBLE. COMPUTER EQUIPMENT, ETC., MAY BE SELECTED BECAUSE IT MEETS THIS SPECIFICATION OVER COMPETITORS THAT DO NOT.***

Notice to Bidders

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete and return all documents requested will make your bid incomplete, and will result in rejection of your bid by the City of Fort Wayne.

Document(s) required with each bid:

1. Form 95
2. Front Page/Invitation To Bid
3. U. S. Manufactured Products Preference Certification
4. Price Page(s)

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department



1 East Main Street, Room B91
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-6070 Fax (260) 427-1393

Bid Registration

Complete and fax this document to (260) 427-1393 to register your company for this bid.
Registration allows the Purchasing Department to notify you of any possible changes to the bid package that may affect your response.

ITB#3193

Description**Northeast Indiana Public Purchasing Consortium Annual Requirements
for the purchase of Road Salt**

ITB Due Date.....**Thursday, May 6, 2010 at 11:00 a.m.**

Company Information	
Company Name	
Street Address	
City, State, ZIP Code	
Telephone	
Fax	
Contact Person	
E-mail Address	

Signature: _____ Printed Name: _____
(Authorized Representative)

Title: _____ Date: _____

City of Fort Wayne

Thomas C. Henry, Mayor

Purchasing Department



1 East Main Street, Room B91

Fort Wayne, Indiana 46802-1804

Telephone (260) 427-6070 Fax (260) 427-1393

Front Page/Invitation To Bid

Invitation To Bid (ITB) Information

ITB#3193

Description.....Northeast Indiana Public Purchasing Consortium Annual

Requirements for the purchase of Road Salt

Pre-Bid Meeting DateN/A

Meeting Location.....N/A

ITB Due Date.....Thursday, May 6, 2010 at 11:00 a.m.

Sealed bids should be delivered to the Purchasing Department at the address specified above up to **11:00 a.m.** on or before the opening date. Sealed bids will be opened publicly at **11:01 a.m.** in the Purchasing Conference Room. **No bids will be accepted after 11:00 a.m. for any reason whatsoever.**

By mutual agreement between the City of Fort Wayne (or other governmental entities participating) and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

Prompt payment discounts will be allowed as follows: _____% if paid within _____ days.

This Invitation to Bid is issued to establish a contract to supply the City of Fort Wayne (and other governmental entities) with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid for a period of ninety (90) days.

Company: _____

Signature: _____ Printed Name: _____
(Authorized Representative)

Title: _____ Date: _____

The Completion of the section below is mandatory!**U.S. MANUFACTURED PRODUCT PREFERENCE CERTIFICATION**

This is to certify under penalties of perjury that each of the bidders end products, except those listed below, are a United States Manufactured products as stated in IC 5-22.15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

PLEASE CHECK ONE OF THE FOLLOWING:

{ } U.S. Manufactured Product Preference applies:

{ } U. S. Manufactured Product Preference
DOES NOT apply to the following products:

<u>Product(s)</u>	<u>Country of origin</u>
_____	_____
_____	_____
_____	_____
_____	_____

ITB #3193

Prescribed by the State Board of Accounts

Form No. 95 (Rev. 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5) PLEASE TYPE OR PRINT

DATE: _____

1) Governmental Unit: _____

2) County: _____

3) Bidder (Firm): _____

Address: _____

City/State: _____

4) Telephone: _____

5) Agent or Bidder (If Applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class, item number or description; quantity, unit, unit price and total amount.

The contract will be awarded by classes or items in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a lesser price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond, the certified check or both as the case may be.

SIGNATURE OF BIDDER OR AGENT

BID OFFER or PROPOSAL

Attach separate sheet listing each item bid based on specifications published by the governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE of INDIANA)
) ss:
 _____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, states that he has not (nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him) entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such bidding; nor to prevent any person from bidding; nor to induce anyone to refrain from bidding; and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. He further states that no person or persons, firm or corporation has or will receive either directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

BIDDER (FIRM)

Signature of Bidder or Agent

Subscribed and sworn to before me on this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public - Signature

County of Residence: _____

Notary Public - Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

BID OF:

(Contractor)

(Address)

**FOR SALE or
LEASE OF MATERIALS**

(Defined at I.C. 36-1-1-9.5)

FILED: _____, 20____

THIS BID ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS:

This _____ day of _____, 20____.

P.O. No.: _____

Date: _____

IF NO PART OF BID IS ACCEPTED, WRITE
THE WORD **REJECTED** ACROSS FACE.

**NORTHEAST INDIANA PUBLIC PURCHASING CONSORTIUM
INVITATION TO BID #3193
ROCK SALT REQUIREMENTS**

Scope of Work

The work to be performed consists of furnishing and delivering and/or pick up of rock salt for the Allen County Highway Department, the City of Fort Wayne Street Department, Southwest Allen County Schools, Fort Wayne Community Schools, and Indiana Purdue University (IPFW) (hereinafter "entities") for use in winter maintenance operations for the 2010-2011 Winter Season. Rock salt will be in accordance with the special provisions, and all applicable rules and regulations at the federal, state, and local levels.

Specifications

Rock salt shall conform to the requirements of AASHTO M 143, Type I Grade I, with a moisture content not exceeding 2 percent. All material furnished shall be chemically treated to prevent caking and shall be free of foreign matter, lumps and water free.

Inspection

All rock salt delivered will be visually inspected at time of delivery and samples taken for laboratory analysis of gradation, purity and moisture content.

Rejection

Any rock salt delivered which contains lumps, foreign matter, or water shall be rejected. In the event the rock salt has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the vendor at the vendor's expense within 48 hours of notification of rejection. *Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each day the salt remains on the location of any given entity mentioned in this bid.*

Delivery

Vendor shall make delivery in trucks with solid or waterproof tarps to stockpile locations. Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders placed. Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the ordering entities. No payments will be made for any load for which a delivery ticket cannot be produced.

Salt must be delivered within a 24 hour business day once order has been placed. If order is placed on Friday, delivery must be on Monday. If salt has not been delivered within 5 business days, the

ITB #3193

City's liquidated damage policy will go into effect. This will also pertain to other ordering entities based on their liquidated damages policy.

The awarded vendor will also comply with the Entities involved Standard Terms and Conditions respectively.

Liquidated Damages

Customers rely upon the delivery of salt for maintenance of roads when needed. Failure to deliver salt as requested and required under this contract will result in a \$200 per day (after notice to the Vendor of requirement) charge to the vendor after 5 days without delivery. This charge will pay for Customer's public safety requirements during snow incidents.

Prices

Prices bid shall be for a minimum of 20-21 tons per load delivered to any location specified in the bid via instructions from each entity. This bid should also include a price for each entity to pick up the product.

Prices bid must be exact and held firm through the term of the agreement. There shall be no additional charges for delivery, handling or any other miscellaneous fees.

The attached pricing sheet must be completed and returned with your bid.

All entities intend to separately award contracts based on this bid.

All entities will be individually responsible for ordering and paying for their own salt requirements.

The quantities shown are estimates only and may be adjusted at the option of each entity. Each entity (excepting Allen County) guarantees to purchase at least eighty (80) percent of the total estimated tons for each bidding unit and vendor shall guarantee to have available one hundred twenty (120) percent of this amount. Any additional material need beyond 120 percent will be by mutual agreement of the parties, including the price thereof.

If the vendor is unable to meet its agreement obligations as set out in this invitation, then the entities, at their option, may purchase materials from any other available source on the open market, may cancel the agreement or applicable portions thereof, and may award the portions so cancelled to another supplier. In the event any entity must resort to any of the above procedures, the vendor shall be required to reimburse the entity for any expense incurred in excess of the agreement price.

The entities reserve the right to waive irregularities in the bids, the right to make multiple awards, and the right to reject any or all bids.

Term of agreement: Time of award through June 1, 2011.

ITB #3193

**NORTHEAST INDIANA PUBLIC PURCHASING CONSORTIUM
ROCK SALT BID # 3193
PRICING SHEET**

Estimated Quantities:

Allen County, Indiana
Highway Department 9,000 tons, more or less

City of Fort Wayne, Indiana
Street Department 12,000 tons

Southwest Allen County Schools 200 tons

Fort Wayne Community Schools 155 tons

Indiana Purdue University FW (IPFW) 160 tons

Prices:

Pickup at your plant or stockpile location \$ _____/TON
(Represents price per ton for the material loaded in the entities trucks at the bidder's plant or stockpile.)

Stockpile is located at: _____

Delivered to each Location listed below (note: this "one" price covers delivery to all locations in Allen County as listed below): \$ _____/TON
(Represents price per ton for material hauled on bidder's trucks, price per ton, delivered in a minimum of twenty (20) ton loads, and delivered to the locations listed below).

ALLEN COUNTY:

Delivered to South Highway Unit, 8317 Tillman Road
Contact – Ben Ridenour (260) 449-4791
Delivered to West Highway Unit, 9930 Smith Road
Contact - Ben Ridenour (260) 449-4791
Delivered to North Highway Unit, 2234 Carroll Road
Contact – Randy Knach (260) 449-4781

CITY OF FORT WAYNE:

Delivered to Street Department, 1701 S. Lafayette St
Contact – Brooks Beatty, (260) 427-1491
Delivered to Street Department, 7607 Young Road

ITB #3193

Contact – Brooks Beatty, (260) 427-1491

Delivered to Street Department, 9930 Smith Road

Contact – Brooks Beatty, (260) 427-1491

SOUTHWEST ALLEN COUNTY SCHOOLS:

Delivered to Southwest Allen County Schools,

Maintenance Services, 4810 Homestead Rd

Contact – Doug Schieferstein (260) 431-2082

FORT WAYNE COMMUNITY SCHOOLS:

Delivered to Fort Wayne Community Schools,

Maintenance & Operations, 1517 Catalpa St

Contact – Patrick Casey (260) 467-2470

INDIANA PURDUE UNIVERSITY FORT WAYNE (IPFW)

Delivered to Indiana University-Purdue University, Shipping
and Receiving, 2101 E. Coliseum Blvd

Contact – Tad Smith (260) 481-6784

SIGNED _____

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE #: _____ FAX #: _____

CONTACT PERSON: _____