

City of Greenville, NC

Invitation to Bid

ROAD SALT Per specifications

Informal Bid# 15-16-07

<u>Due Date</u>: Thursday, September 17, 2015 5:00 PM

> Location: Purchasing Office 201 West Fifth Street Greenville, NC 27834

<u>Contact Person</u>: Angelene E. Brinkley, Purchasing Manager Telephone: 252-329-4462 Email: abrinkley@greenvillenc.gov



City of Greenville Financial Services Department/Purchasing Division P.O. Box 7207 201 West Fifth Street Greenville, North Carolina 27834 Telephone: 252-329-4664+ Fax: 252-329-4464 www.greenvillenc.gov

REQUEST FOR BIDS AND PROPOSALS ON

ROAD SALT Informal Bid # 15-16-07

DUE DATE:

Thursday, September 17, 2015 — Time: 5:00 pm Address: P.O. Box 7207 201 West&Fifth Street Greenville, NC 27834 Purchasing Office

Pursuant to General Statutes of North Carolina, Section 143-131, as amended, sealed bids and proposals are invited and, subject to the conditions attached, will be received by the City of Greenville at the Office of the Purchasing Manager. The sealed bids and proposals will be received for furnishing the apparatus, supplies, materials equipment and/or repair work and services as described below. The quantities listed below are estimated for normal winter of snow and ice. Orders and usage are not guaranteed, and may exceed the quantities as listed below.

THE CITY OF GREENVILLE *undlew O. Dunkley* <u>Angelene E. Brinkley, Purchasing Manager</u>

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BID Request No: 15-16-07

Item No.	Quantity	Description	Unit Price	Amount
	200 Ton	GRADE CC OR SOLAR SALT TO BE USED FOR SNOW AND ICE REMOVAL PER THE ATTACHED SPECIFICATIONS. PLEASE SPECIFY PRICING AS FOLLOWS:		
н Мария Н		Delivered price \$ /ton Pick-up price \$ /ton		
		Bids can be submitted by Hard Copy or Email Only FASCIMILE COPIES OF BIDS ARE NOT ACCEPTAB	LE	
				-
РО	SITIVELY NO	BIDS CONSIDERED UNLESS SUBMITTED ON THE FOLI	OWING FOR	M BELOW
BIDDER:			DATE:	
SIGNATUR	Е		TITLE	· · · · · · · · · · · · · · · · · · ·

ROAD SALT SPECIFICATIONS 2015

- 1. Grade CC or Solar Salt to be used for snow and ice removal for the City of Greenville, NC.
- 2. Quantities are estimated and will be purchased on an as-needed basis unless otherwise stated.
- 3. Bid price(s) are to remain firm for the duration of the initial contract period.
- 4. Vendor must have available up to stated amounts available at the bid price as needed.
- 5. Complete delivery of order must be received within seventy-two (72) hours. **Delivery Time**_____
- 6. The City of Greenville reserves the right to contract with a third party hauler to pickup salt at the bidder's stockpile.
- 7. Producers bidding directly must submit with their bid a letter certifying that they are producing Sodium Chloride specified in the bid and that they are capable of producing and delivering Sodium Chloride in the quantities and within the time specified herein. An officer of the company must sign the letter.
- 8. Authorized distributors must submit with their bid a letter signed by an officer of the company that produces the Sodium Chloride. This letter must state that the Bidder is the Producer's Authorized Distributor and that the Producer is capable of producing and delivering Sodium Chloride in the quantities and within the time specified herein.
- 9. The City of Greenville reserves the right to award the contract to all bidders in priority order based on price and availability. Separate priority awards will be made for delivered and pick-up prices. Orders will be placed by priority order considering price, availability, and/or delivery.

10. The City of Greenville reserves the right to extend the awarded contract with the contract vendor, if mutually agreed, for up to two additional one year periods. Contract pricing may be negotiated at a lower price, or a higher price of no more than 5 % of the original contract price per year. Contract vendor shall extend to the City of Greenville any and all price decreases if market pricing and decreases occur. Contract vendor must submit in writing documentation of price increases and decreases at time of contract renewal.

BIDDER:	·		·	DATE:
SIGNATURE		÷		TITLE

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BIDDER / CONTACT INFORMATION

BIDDER:	TELEPHONE #
ORDER CONTACT:	TELEPHONE#
FAX#	E-MAIL ADDRESS
24 HR ORDER TELEPHONE #	• • • • • • • • • • • • • • • • • • •
INTERNET ORDER ADDRESS	3: "
STOCKPILE NAME:	TELEPHONE#
STOCKPILE ADDRESS:	
STOCKPILE CONTACT:	FAX#
HAULER NAME:	TELEPHONE#
HAULER ADDRESS:	
HAULER CONTACT:	FAX#

Doc#987285v2



Find yourself in good company

City of Greenville INSTRUCTIONS TO BIDDERS

PURPOSE:

The purpose of this document is to provide general and specific information for vendors to use when submitting a bid to supply the City of Greenville with apparatus, supplies, material and equipment, and /or services listed above. This bid is governed by Section 143-131, of the North Carolina General Statutes.

HOW TO PREPARE BID PROPOSALS:

Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- 1. Submit the BID PROPOSAL FORM(s) provided herein. Any bid/proposal not submitted on enclosed form may be considered non-responsive. The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost including all factors whatsoever. Any bids not submitted on such forms provided may be considered non-responsive.
- 2. All bid proposals that are submitted shall be typewritten or completed with pen and ink and signed by the vendor or his/her authorized representative with all erasures or corrections initialed and dated by the official signing the proposal.
- 3. All bids must be signed by an authorized official of the firm. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- 4. TAXES: **Do not include taxes in your bid figures.** The City pays sales tax and you should add this to your bid figures separately when invoices are paid. The City is exempt from Federal Excise Tax and has a Federal Tax number.
- 5. INFORMATION: Questions concerning the bid requirements or specifications should be directed to the City of Greenville Purchasing Division, 201 West Fifth Street Greenville, NC 27834 or by calling 252-329-4462. All changes in specifications will be made in writing in the form of an addendum. Addenda will be furnished to all invited bidders and others requesting to bid. VERBAL INFORMATION OBTAINED OTHERWISE WILL NOT BE CONSIDERED IN THE AWARD OF BIDS.

HOW TO SUBMIT BID/PROPOSAL:

- 1. The person, firm or corporation making a proposal shall submit it to Mrs. Angelene Brinkley, Purchasing Manager or her duly designated representative, at the Purchasing Office located at 201 West Fifth Street, P. O. Box 7202, Greenville, N.C. 27834, on or before the hour and the day stated above. The words "Informal Bid#15-16-07 ROAD SALT BID" should appear on the outside of the envelope.
- 2. This is an Informal Bid. Pursuant to N.C.G.S. 143-131, Informal Bids are not publicly opened, therefore no bid opening will be held. Informal Bid results will not be released until after an award is made. To receive a copy of bid results, contact the Purchasing Manager at 252-329-4462.
- 3. Award of Bid: Bids shall be awarded to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
- 4. No bid may be changed or withdrawn after the time of the bid submittal. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.

The City of Greenville reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 60 days after the date of the bid opening.

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City of Greenville GENERAL TERMS AND CONDITIONS

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- **NON-DISCRIMINATION:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.
- **<u>NON-COLLUSION</u>**: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
- **<u>PAYMENT TERMS</u>**: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.
- **GOVERNING LAW**: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.
 - ACCEPTANCE/REJECTION OF PROPOSALS: The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all proposals, and to award or not award a contract based on this proposal.
- 6. <u>E-VERIFY COMPLIANCE</u>: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- 7. <u>CONFLICT OF INTEREST</u>: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
- 8. <u>EQUAL EMPLOYMENT OPPORTUNITY CLAUSE</u>: The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 9. **FEDERAL LAW**: Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
- 10. <u>TAXES</u>: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
- 11. <u>WITHDRAWAL OF PROPOSALS</u>: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
- 12. <u>SERVICES PERFORMED</u>: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
- 13. **INDEPENDENT CONTRACTOR**: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
- 14. **VERBAL AGREEMENT**: The City will not be bound by any verbal agreements.

BID SIGNATURE FORM

September 8, 2015

Formal Bid #15-16-07

The CITY OF GREENVILLE invites your bid for ROAD SALT 2015 to be submitted by 5:00 p.m. Thursday, September 17, 2015, in the Purchasing Division, 201 W. Fifth Street, Greenville, North Carolina 27834.

Use this form only, for submitting bids. In submitting your proposal, keep in mind any alternations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be bid in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The City reserves the right to reject any or all proposals.

If the City of Greenville issues to the bidder a Purchase Order that refers to the Bid Number shown on this bid, the bidder shall provide the quantities of goods required by the City during the period shown in the "Delivery" box on the Purchase Order (which period begins on the Order Date shown on the Purchase Order) unless that period is changed as provided in the bid documents. The bidder will not be obligated to fulfill a Purchase Order for a quantity that is not in accordance with the quantity limitations, if any, in the bid documents. The bid documents include all conditions, specifications, and terms on file in the City's Purchasing Division under that Bid Number.

Complete all three boxes. Failure to give specific information may nullify bid.

Payment Terms	Delivery to be days after receipt of order.	Method of Delivery: Truck Rail Other (specify)	Deliveries to be F.O.B. DESTINATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Greenville in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date

The following are enclosed: (check all applicable)

OFFICIAL LEGAL NAME OF BIDDER

Brochures	ADDRESS			
Warranty	CITY	STATE	ZIP CODE	
Other	AUTHORIZED SIGNATURE			
_Other	PRINT NAME	TIT	LE	· .
	TELEPHONE NO	FA2	K NO.	- :. ·.
	FEDERAL I.D. NUM	BER	<u>.</u>	

EMAIL/WEB SITE ADDRESS

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