

**CITY OF HUTCHINSON
SEALED BID FORM**

Please quote your delivered prices to the City of Hutchinson on items or services listed below. Consult attached minimum and general specifications for requirements. **This is not an order.**

**BID NO. 21-42 BID SUBMITTAL DEADLINE: 1:00 P.M. C.S.T. on November 3, 2020
PUBLIC BID OPENING TIME: 1:30 P.M. C.S.T. on November 3, 2020**

INSTRUCTIONS: THIS FORM MUST BE PROPERLY FILLED OUT AND RETURNED BY MAIL OR IN PERSON TO:
The City of Hutchinson, City Clerk's Office in the Finance Department, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas 67504-1567. **RETURN PRIOR TO 1:00 P.M. CST on November 3, 2020.** Bids are to be made on this SEALED BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper left portion of this sheet (to avoid premature opening of the Bid), and returned to the City Clerk's Office (see above address). **Failure to mark your Bid may cause your Bid to not be considered during official opening.** Bids will be publicly opened and read at the above stated time in the Public Works Conference Room, 1500 South Plum, Hutchinson, Kansas. **Bid not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor.** Vendors wishing to remain on the vendor list should return this bid with a bid or a written request to remain on the vendor list. Questions may be directed to: Carmel White, Purchasing Agent, City of Hutchinson (620)694-1973 OR (620)694-2613

The City of Hutchinson reserves the right to reject part of, or all of any bid and to waive formalities. All bids are subject to Purchasing Policies set by the City Council of Hutchinson. The City of Hutchinson reserves the right to divide purchases among vendors to accomplish the best gross price and to make the final decision as to acceptability of quality and price.

ITEM NO	QTY	DESCRIPTION - *price based on truck load orders	UNIT PRICE per lb.	EXTENDED PRICE
#1	1 load (approximately 43,000 lb. truck load) as needed	CRAFCO TYPE 2/ SELF-LEVELING CRACK SEALANT THAT MEETS OR EXCEEDS ASTM D6690 SPECIFICATIONS INCLUDING DELIVERY AS NEEDED. MATERIAL PROPERTIES MUST MEET OR EXCEED THE FOLLOWING: Recommended/minimum pour or application temperature - 380° Maximum Heating temperature - 400° INDICATE MATERIAL BID:_____		
#2 Alternate pkg	30lbs/2100lbs per pallet	Pleximelt or equivalent (see specifications)		

TOTAL BID IF ALL ITEMS LISTED ARE PURCHASED FROM YOUR COMPANY AT ONE TIME, INCLUDING ALL DISCOUNTS:

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. THIS BID FORM MUST BE SIGNED!

SIGNATURE

TITLE

ORDERING ADDRESS/CONTACT:

REMITTANCE ADDRESS (IF DIFFERENT):

BIDDER COMPANY NAME

REMITTANCE NAME

STREET ADDRESS

REMITTANCE ADDRESS

CITY/STATE/ZIP

REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER

E-MAIL ADDRESS

FAX NUMBER

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of Chapter 3 of the Code of the City of Hutchinson, Kansas, 1988, and any subsequent amendments thereto and provisions of K.S.A. 44-1030 and 1031, as amended, including subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) the Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry;
(2) in all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer," or a similar phrase to be approved by the Commission.
(3) if the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
(4) if the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
(5) the Contractor shall include the provisions of subsections (a) 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base Contract before signing thereof and acceptance of the terms of this certificate.

Date

Name of Contractor

By _____
Name and Title

CERTIFICATION OF PAID PERSONAL AND REAL ESTATE TAXES

In compliance with City of Hutchinson purchasing policies, the following certification on property owned within Reno County must be completed and returned with the quotations in accordance with the City's policy on delinquent property taxes.

A. _____ "The owner(s) or corporation hereby certifies that all personal and real estate taxes within Reno County are paid."

B. _____ "No property is owned by the owner(s) or corporation within Reno County."

DATE:_____

SIGNATURE:_____

COMPANY:_____

NAME OF SIGNEE:_____

TELEPHONE NUMBER:_____

TITLE OF SIGNEE:_____

PLEASE NOTE: This form is to be attached to the proposal when the quotation is submitted.

Minimum Specifications Item #1 Bid 21-42

1. All bids are to be made on an as needed basis for the 2021 calendar year whereas the City of Hutchinson will place orders with the successful vendor depending on use. Vendor shall indicate on bid the time frame the bid shall remain firm. The successful vendor will be required to provide and deliver the approved material as shown on the Bid Form, to the City of Hutchinson, 1500 South Plum, Hutchinson, Kansas, as requested by the City of Hutchinson.
2. Quantities ordered will be those amounts required to perform needed services. All deliveries must be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The successful vendor will be required to enter into a contract to supply and deliver the product at the prices bid on an "as needed" basis to the City of Hutchinson.
3. Vendor shall be responsible for delivery of all products (all cost to be included in bid price). Vendors shall provide current MSDS sheets. MSDS sheets shall be delivered to the Street Superintendent once contracts for products are signed.
4. It is understood that the quantities are on an as needed basis and that the supplier will be paid on the basis of the unit bid price only for the actual quantities delivered.
5. This bid is being solicited for contract services as per the attached specifications as directed by the Street Department for the period of January 1, 2021 through December 31, 2021 (with additional weeks as requested by the City of Hutchinson), terms effective through those dates and renewable by mutual consent of the contractor and the City of Hutchinson for a period not beyond December 31, 2023. An agreement will be entered with the successful bidder(s) for the original period, or portion of one (1) calendar year following acceptance of contract by both parties and may be renewed thereafter for a period not to exceed December 31, 2023. The fee for services shall remain firm for the entire contract period except through written petition to the Purchasing Agent of the City of Hutchinson stating reasoning for requesting the increase. This petition shall be reviewed and up to the discretion of the City for approval or disapproval. Should the petition be disapproved, termination of the contract may be initiated through the terms herein stated. This agreement may be terminated by the City upon seven (7) days written notice in the event of substantial failure by the Contractor to perform in accordance with the terms or for failing to provide reasonable service according to prevailing standards of the industry in the area of the State and/or if the Contractor failed to meet the provision of this agreement. Either party may terminate this agreement upon thirty (30) days written notice if the other party has not provided, in the option of the party, satisfactory compliance to the agreement, and only after written notice. Performance under this agreement is subject to strikes, lockouts, wars, acts of God and any condition beyond the Contractor's control.
6. The City of Hutchinson reserves the right to reject any or all bids, part or parts of any bid, and to waive formalities. The City also reserves the right to award all or any part of the order to a vendor, whichever incurs the lowest cost to the city and to abide by all City Purchasing Policies.
7. The vendor hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, firm or corporation, that no member of the Commission, officer or agent of the City of Hutchinson, Kansas is directly or indirectly financially interested in this bid.
8. In submitting this bid it is understood that the right to reject any and all bids and to waiver any irregularities has been reserved by the City of Hutchinson and that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days from the scheduled closing time for receiving bids. It is further understood that the City also reserves the right to award bid(s) on a per item low bid or whole package low bid, whichever incurs the lowest cost to the City as described within the General Conditions of this Bid Document.

Minimum Specifications Item #2 Bid 21-42

Alternate Packaging: Pleximelt or like product

1. Product shall be supplied in 30 lb. (13.6 kg) 12" W x 18" L x 3" H completely meltable packages that are interlock stacked on pallets containing 2100 lb. (952 kg) of product. The individual packages and palletized unit shall not contain any cardboard components to open, empty, handle, or dispose of.
2. Packages shall be labeled in accordance with, OSHA GHS and ASTM requirements. The packages and palletized unit shall be water and weather resistant and shall be able to be stored outside.
3. The individual packages of product shall be encased in a high-strength, low-density, protective covering that quickly melts into the product at normal use temperatures without affecting product installation characteristics or specification conformance.
4. The protective covering shall not weigh more than 0.50% of the product weight and shall have the following properties:
5. Thickness (ASTM D1777, 7.15 psi, 0.625 in. dia. presser) 0.004-0.008 in. (0.10-0.20 mm)
6. Puncture Resistance (ASTM E 154) 75 lb. (334N) minimum
7. Tensile Strength (ASTM D5035, cut strip, 2 in. /min) 20 lb. /in. (35N/cm) minimum
8. Density (ASTM D792) 0.50 g/cc maximum

REQUEST FOR BID - GENERAL CONDITIONS

The City of Hutchinson is seeking Bids for items specified in the enclosed which it wishes to purchase as needed. None of the attachments are intended to be restrictive but to act as a guide for those desiring to submit Bids. ALL BIDS SHALL BE GOOD FOR A PERIOD OF FORTY-FIVE DAYS FROM THE DATE QUOTES ARE OPENED.

PRICE PROTECTION. The price stated in the Bid shall be firm and not subject to increase during the term of any contractual agreement arising between the City of Hutchinson and the vendor as a result of the Bid. The bids provide will be expected to remain firm for the duration of the time period of January 1, 2021 to December 31, 2021 – any variation to this must be so noted. Vendors shall provide firm prices less any federal excise tax. The City of Hutchinson is exempt from payment of sales tax. For further information contact the City Clerk's Office (694-2614).

METHOD OF PAYMENT. Payment will be made within 30 days of date of delivery and satisfactory performance to the City of Hutchinson.

DELIVERY/DELIVERY DATES. Bids shall reflect delivery to City of Hutchinson, Street Department, 1500 South Plum, Hutchinson, Kansas. Delivery of any, and all items shall be made on a weekday between the hours of 8:00 a.m. and 5:00 p.m. Order placement will be made on an as needed basis. Items received by the City of Hutchinson shall meet specifications and/or deemed to be acceptable by the City. Items not meeting specifications and deemed to be unacceptable by the City shall be returned to the vendor. The City of Hutchinson shall not be liable for any items during transit. Three (3) copies of M.S.D.S. must accompany each chemical when delivered. All orders for delivery shall be placed by the City of Hutchinson, Street Department during the 2015 calendar year (and/or extensions as agreed upon) on an as needed basis.

ACCEPTANCE OR REJECTION OF PROPOSALS:

The City of Hutchinson reserves the right to reject any or all bids, part of or parts of any bids, and to waive formalities. The City also reserves the right to award all or any part of the order to a vendor, whichever incurs the lowest cost to the city and to abide by all City Purchasing Policies.

NON-DISCRIMINATION. During the performance of this contract, the contractor/vendor will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bonafide occupational qualification. The contractor/vendor will take affirmative action to ensure applicants are employed, and that employees are treated during employment without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap.

PROPERTY TAX STATEMENT. The attached statement on property owned within the City of Hutchinson must be complete and returned with the Bid in accordance with the City's policy on delinquent property taxes. "The City reserves the right to reject all bids from bidders who are delinquent in personal or real estate property taxes to Reno County, Kansas."

AWARDING OF BID. Whenever the City of Hutchinson lets Bids for goods or services, and the low Bid is submitted by a vendor domiciled outside of Reno County, a vendor domiciled inside Reno county may be deemed the preferred vendor and awarded the Bid if:

1. The quality, suitability, and usability of the goods or services are equal and fully comply with the minimum Bid specifications, and the vendor has the capability to adequately service the product.
2. The amount of the Bid of the vendor domiciled within Reno County is not more than 5% greater than the amount of the low Bid if the low Bid is under \$10,000, or not more than 3% greater than the amount of the low Bid if the low Bid is greater than \$10,000.
3. The Bid does not pertain to new construction or involve State or Federal Funding.
4. The vendor domiciled within Reno County is willing to match the Bid price offered by the low vendor domiciled outside of Reno County within 24 hours of official notification.

THE CITY OF HUTCHINSON RESERVES THE RIGHT TO REJECT PART OR ALL OF ANY BID AND TO WAIVE FORMALITIES. ALL BIDS ARE SUBJECT TO PURCHASING POLICIES SET BY THE CITY COUNCIL OF HUTCHINSON. THE CITY OF HUTCHINSON RESERVES THE RIGHT TO DIVIDE PURCHASES AMONG VENDERS TO ACCOMPLISH THE BEST GROSS PRICE AND TO MAKE THE FINAL DECISION AS TO ACCEPTABILITY OF QUALITY AND PRICE. ALL VENDORS DOING BUSINESS WITH THE CITY OF HUTCHINSON SHALL ABIDE BY ALL LOCAL, STATE AND FEDERAL LAWS.