

CITY OF GALESBURG



PURCHASING

55 West Tompkins Street

Galesburg, IL 61401

Phone: 309/345-3678

INVITATION FOR BIDS

Phosphate Inhibitor for 2016-17
For the Water Department

Instructions to Bidders

1. An advertisement for sealed bids on the above was published in the Galesburg Register-Mail on October 04, 2016. As stated in such notice, bids will be received until 11:00 a.m., local time, October 19, 2016; and, at that time, publicly opened and read aloud in the Basement Conference Room, located in City Hall.
2. The person, firm or corporation making a bid shall submit it in a sealed envelope to the Purchasing Agent or his duly designated representative on or before the hour and the day stated above. The notation "Bid on 2016-17 Phosphate Inhibitor" shall appear on the outside of the sealed envelope.
3. The bidder shall insert the price, and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost for the items specified, including all factors whatsoever.
4. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
5. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.
6. Delivery of the goods and/or services shall be as stated in the bid documents.

7. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing and agreed to by the Purchasing Agent.
8. The City of Galesburg reserves the right to reject any and all bids and to waive any informalities or technicalities in the bidding. Any bid submitted will be binding for (60) sixty days after the date of the bid opening.
9. The City 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, City Hall, Galesburg, Illinois.
10. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed bids must be accompanied by a properly prepared Certificate of Compliance Form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.
11. Bidder certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of bidding shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that supplier.
12. These instructions are to be considered an integral part of any bid.

Dated: October 04, 2016

Kraig Boynton
Purchasing Agent

CITY OF GALESBURG, ILLINOIS

Specifications for Phosphate Inhibitor

1. The successful bidder shall supply the City's requirements for phosphate inhibitor for corrosion control beginning upon award through December 31, 2017
2. Phosphate inhibitor shall be a 90% orthophosphate/10% polyphosphate blend.
3. Bidder shall provide a Technical Data Sheet for the product with the following included:
 - NSF/ANSI Standard 60 Certified for potable use.
 - pH
 - Specific Gravity
 - % Active Phosphate
4. One delivery of 48,000 pounds in 2016 with the City's option for additional deliveries through December 31, 2017 based on the effectiveness of the product.
5. Deliveries shall be made in a bulk, transport truck (standard 2" camlock for unloading) to:

City of Galesburg
Water Treatment Plant
600 S Highway 164
Oquawka, IL 61469
6. Fees for delivery shall be included in the submitted bid price.
7. Upon delivery of each shipment, the supplier shall submit a Certificate of Analysis stating the pH and specific gravity of the product.
8. Successful bidder shall make deliveries within fourteen (14) calendar days' notice by the City.
9. Failure to fully satisfy the City's delivery requirements shall be sufficient cause for the City to terminate this agreement at any time, at no cost, or any other obligation by the City. Written notice of such action by the City to the successful bidder shall be sufficient to terminate the agreement. In the event of extraordinary circumstances, the successful bidder agrees to extend extra assistance at no additional cost to the City, to meet such critical need.

CITY OF GALESBURG, ILLINOIS

BID FORM

Name of Bidder _____

Business Address _____

Phone No. _____ Fax No. _____

E-Mail Address: _____

The Bidder above mentioned declares and certifies:

First - That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose; and, is in all respects, fair and without collusion or fraud.

Second - That no officer, employee or person whose salary is payable in whole or in part from the City of Galesburg is directly or indirectly interested in this bid or in any portion of the profits thereof.

Third - That said bidder has carefully examined the Instructions to Bidders and the Specifications: and will, if successful in this bid, furnish and deliver at the prices bid within the time stated, the goods or services for which this bid is made.

Fourth - That the prices quoted herein are net and exclusive of all taxes from which the City of Galesburg is exempt.

Fifth - That the cost of the goods or services which meets the requirements as set forth in the Instruction to Bidders and the Specifications aforementioned is:

For the Phosphate Inhibitor
Cost per pound in bulk (as stated in specifications) \$ _____

Sixth - That said bidder has executed the Certificate of Compliance, and has submitted herewith.

Seventh - That the complete guarantee and warranties offered are:

Eighth - That complete literature and specifications, where applicable, for the goods or services are attached herewith.

Date

Person, Firm, or Corporation

Authorized signature and title

Printed Name of Individual

RETURN WITH BID

TO THE CITY OF GALESBURG, ILLINOIS
 CERTIFICATE OF COMPLIANCE

EMPLOY- MENT	SUPER- VISORY	SALES	OFFICE	SKILLED	SEMI- SKILLED	NON- SKILLED
WHITE						
BLACK						
OTHER						
MALE						
FEMALE						

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. THE CONTRACTOR OF COMPANY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAPPING CONDITION UNRELATED TO ABILITY TO PERFORM THE JOB; AND, WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, SEX, AGE, HANDICAPOR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR OR COMPANY AGREES TO POST, IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.
2. THE CONTRACTOR OR COMPANY WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES OR ON THEIR BEHALF, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, SEX, AGE, HANDICAPPING CONDITION UNRELATED TO ABILITY OR NATIONAL ORIGIN. THE SAME SHALL HOLD TRUE WHEN RECRUITMENT SOURCES ARE USED TO SECURE APPLICANTS.
3. THE CONTRACTOR OR COMPANY AGREES TO NOTIFY ALL OF ITS SUBCONTRACTORS OF THEIR OBLIGATION TO COMPLY WITH THE NON-DISCRIMINATION POLICY.
4. In the event of the Contractor's or Company's non-compliance with the non-discrimination clauses of the Contract or Purchase or with any of such rules, regulations or orders, the CONTRACT OR Purchase may be cancelled, terminated or suspended in whole or in part and the Contractor or Company may be declared ineligible for further City Contracts or Purchases in accordance with the Affirmative Action Program adopted by the Galesburg City Council at their meeting on August 6, 1990.

BY: _____
 BIDDER

RETURN WITH BID

CITY OF GALESBURG
MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and Sworn to Before me this _____, 20_____

Person, Firm, or Corporation

Notary Public