

Informal Bid No: AM050416

Bid for: Truck Wash Soap and Degreaser

Bid Due (no later than): May 24th, 2016 at 10:30 AM, local time

Buyer: Ashley Matuke, (612) 673-3371
Ashley.Matuke@minneapolismn.gov

User Department: Public Works-Solid Waste Division

Scope: To provide all materials for Truck Wash Soap and Degreaser for the City of Minneapolis Public Works Solid Waste Division from approximately June 1, 2016 through May 31, 2017, all in accordance with the provided specifications and bid form.

Online Posting of Informal Bids:

City of Minneapolis Website - <http://www.minneapolismn.gov/finance/procurement/bidopenings>

- All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

Informal Bids Can Be Submitted By:

- Fax: (612) 673-2106
- Email: Ashley.Matuke@minneapolismn.gov
- Mail: Finance – Purchasing Office, 330 2nd Ave South, Room 552, Minneapolis, MN 55401

All Questions Must Be Emailed 8 Business Days Before Due Date to the Following:

- Ashley.Matuke@minneapolismn.gov

Automatic Bid/RFP Notification:

Visit the Purchasing website at -

http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

TERMS OF PURCHASE

1. **Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered.
2. **Taxes:** Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>
3. **Contract:** Vendor's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. Time is of the essence on order.
4. **Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
5. **Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
7. **Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. point specified on the face of order; or, if no such F.O.B. point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
8. **Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workman-ship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchase for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
9. **Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
10. **Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
11. **Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
12. **Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
13. **Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of this warranty.
14. **Contract Security:** If required by specifications a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
15. **Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are not specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	\$250,000.00 each person	
Including automobile (bodily injury liability)	\$500,000.00 each occurrence	
Contractor's Public Liability Insurance	\$100,000.00 each occurrence	
(Property damage liability)	\$300,000.00 aggregate	
Automobile Liability: Bodily Injury	\$100,000.00 per person	\$300,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence	\$300,000.00 aggregate

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier's check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -
<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

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TRUCK WASH SOAP & DEGREASER SPECIFICATIONS

The City of Minneapolis is accepting bids for the purchase and delivery of Truck Wash Soap, Degreaser and related supplies & equipment for the various City of Minneapolis Public Works Departments. Bid prices to include delivery to the various City of Minneapolis Shop Locations.

Vendor must submit one (1) gallon sample of truck wash soap and one (1) gallon sample of degreaser within 48 hours of request for testing purposes. The supplied soap and degreaser will be diluted per the manufacture's recommendations and will be tested on how well the product cleans the vehicle. These products are to be delivered to the City of Minneapolis Solid Waste & Recycling Department at 2710 Pacific Street North, Minneapolis MN 55411. All products supplied will become the property of the City of Minneapolis. Bidders must supply with their bid the recommended dilution rates, SDS, product directions and safety rating for products bid. All prices will remain fixed for the contract term or the contract extension term.

Product Description & Use:

The truck wash soap will be used to clean the outside of cars, trucks and heavy equipment. In addition to vehicle washing this product may be used to clean oil, grease and dirt off of concrete and brick shop floors and walls. Product must be capable for use in power washers, foam generators, automatic and manual floor scrubbers and bucket washing. The products bid must be a super concentrated truck wash & degreaser that is Aluminum Safe, multipurpose wash, degreaser and detergent engineered to attack grease, grime, soil, road film or any other unwanted contaminants associated with vehicle and facility maintenance cleaning and still be safe for painted and non-painted aluminum surfaces.

Product bid and supplied must meet the following specifications:

- Product to be Environmentally Green by eliminating harmful cleaning solvents and aerosols
- Must meet the minimum standards established by Green Seal.
- PH level must be between 5.0 standard units and 11.0 standard units, nothing less or more than this standard will be accepted.
- Product must not contain any harmful glycol ethers, phosphates, HAP's, or VOC's
- Phosphorus-free, APE-free, NPE-free
- Non Corrosive.
- Truck wash and degreaser to meet the regulatory standards across North America
- Safe for use on all water washable surfaces to include metal, rubber & glass
- Safe for sewer disposal as per the concentration delivered in containers provide by the manufacture.
- Product to be a Non carcinogen.
- No Silicone based ingredients that will interfere or harm new coatings or paint.
- Will NOT Attack Concrete Shop Floors or Floor Sealants, Painted Surfaces or Non painted Aluminum
- Won't leave residue on windows, painted surfaces or other surfaces after rinsed.
- Fully recyclable packaging
- Can be safely used when product is mystified at full strength using any type of high pressure sprayer such as a Hudson sprayer or injected utilizing a pressure washer without being hazardous to the user and won't require any type of breathing protection.

Service & Support:

The company salesman or representative must make themselves available to educate, increase awareness and help the City of Minneapolis departments utilize the products supplied in the most effective and environmentally safe means possible. This will include a knowledgeable and trained representative to provide regular consultations on solutions that help save water, reduce energy, decrease waste and boost performance of products supplied. The company

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representative shall provide Information on resources to help stay ahead of chemistry compliance along with training to help ensure the safest environment for employees.

Packaging: Truck Wash and degreaser must be available in 5 gallon pails, 55 gallon drums, and a 275 gallon tote.

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BID FORM

My/Our bid to furnish and deliver Truck Wash Soap and Degreaser to the City of Minneapolis, all in accordance with the provided specifications and bid form.

Do not include sales taxes in your bid pricing.

Bidding:

Failure to comply with any bid specifications or instructions may be cause for the City to reject the bid. The City reserves the right to accept or reject any or all bids or any part of any bid.

Bid prices to be firm for length of 1 year contract from approximately June 1, 2016 through May 31, 2017, with option to extend the contract using same discount or better with current discount used with new price list.

Line Item 1: Truck Wash

	Price	Product Information
Truck Wash in five (5) gallon pails	\$ _____	_____
Truck Wash in fifty-five (55) gallon drums	\$ _____	_____
Truck Wash in a two hundred seventy five (275) gallon tote	\$ _____	_____
Tote Rental per month	\$ _____	

Line Item 2: Degreaser

Degreaser in five (5) gallon pails	\$ _____	_____
Degreaser in fifty-five (55) gallon drums	\$ _____	_____
Degreaser in a two hundred seventy five (275) gallon tote	\$ _____	_____
Tote Rental per month	\$ _____	

PHYSICAL AND CHEMICAL PROPERTIES

Bidders must list and describe in amount if required any and ALL of the following chemical properties

Truck Wash

pH level	_____
GHS Classification	_____
Rinse-ability	_____
Water Solubility	_____
% VOC	_____
Instability	_____
Fire HMIS Scale	_____

Degreaser

pH level	_____
GHS Classification	_____
Rinse-ability	_____
Water Solubility	_____
% VOC	_____
Instability	_____
Fire HMIS Scale	_____

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Other Information _____

Other Information _____

Award

The City reserves the right to award multiple contracts to the lowest bidder by line item, meeting all specifications.

Contract Extensions

Bidder offers to extend pricing for _____ additional years after 2017 at the sole option of the City of Minneapolis.

Pricing:

Prices shall be firm for the first year of the contract. After the initial contract period, escalation may be allowed based upon a demonstrable industry wide or regional increase in the contractor's costs. In order for documentary evidence to be considered, it must be submitted to the City of Minneapolis Purchasing Department sixty (60) days prior to the end of the current contract year. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the City of Minneapolis Purchasing Department and set forth in a fully executed amendment to the contract. The amount of any increase is not to exceed 10 percent for any commodity/service supplied by the vendor. Any price escalation is only applicable at the time of the contract extension/s anniversary date.

Please Return With Your Bid:

- Bid Form
- SDS Sheet
- Signature Block

SIGNATURE BLOCK

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

TWO complete bid responses including attachments to be returned, one of which must be an original.

BIDDER _____
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY _____
(Signature) (Printed Name)

ADDRESS _____

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS: _____

BIDS RESULTS WILL NOT BE MAILED, BUT WILL BE E-MAILED TO THE E-MAIL ADDRESS ON THIS BID FORM.