

**CITY OF PEORIA
C O N T R A C T**

40-22

This agreement, made and entered into this 8th day of November A.D., 2022 by and between the City of Peoria, a municipal corporation, party of the first part, and JIMAX Landscape LLC located at 3545 SW JIMAX Place. Peoria, IL 61605 his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the, proposal, and statement or work and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

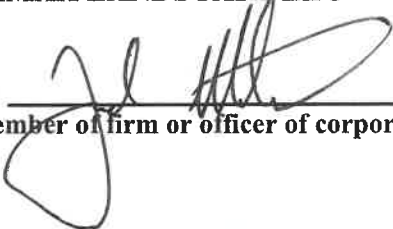
In accordance with the attached specifications, pricing and terms assigned, JIMAX Landscape LLC will deliver rock salt as ordered for the City of Peoria.

THE CITY OF PEORIA

By 
City Manager

The contract is to begin November 8, 2022 and terminate April 30, 2023.

JIMAX LANDSCAPE LLC

By 
(Member of firm or officer of corporation)

The City can extend the contract for one (1) additional year at the discretion of both parties.


APPROVED FINANCE DEPARTMENT

By 
(Kyle Cratty)


APPROVED LEGAL DEPARTMENT

By 
(Patrick Hayes)

APPROVED USING DEPARTMENT

By 
(Rick Powers)

ATTEST CITY CLERK

By 
(Stephanie Tarr)

INVITATION FOR BID

Issued By

CITY OF PEORIA
PURCHASING DIVISION

PEORIA CITY HALL

419 FULTON ST * ROOM 108
PEORIA, ILLINOIS 61602
PHONE (309) 494-8507 * FAX (309) 494-8510



Sealed bids will be received at the Purchasing Office,
Peoria City Hall, Peoria, Illinois until
October 26, 2022 at 2:00 PM
for the goods or services described herein.

IFB 40-22
Bulk Rock Salt

Company Name JIMAX Landscape LLC

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ATTACHMENT A: BIDNET VENDOR REGISTRATION GUIDE

ATTACHMENT B: ELECTRONIC BID SUBMISSION GUIDE

LEGAL NOTICE
Invitation for Bid

The City of Peoria is currently accepting bids for the following goods or services:

Bulk Rock Salt

IFB # 40-22

Pre-bid meeting:

No pre-bid meeting is scheduled.

Bids will be received until:

October 26, 2022 at 2:00 pm.

At the following location:

Peoria City Hall - Purchasing Division
419 Fulton St - RM 108
Peoria, IL 61602

Bid responses may also be submitted
electronically using the City of Peoria
[Online Bid Platform](#)

Bid documents and information may be obtained from the City of Peoria online bid portal at <https://www.bidnetdirect.com/illinois/cityofpeoria>

GENERAL INFORMATION

INTRODUCTION

The City of Peoria is currently accepting bids from qualified vendors for **IFB 40-22 - Bulk Rock Salt**

PRE-BID MEETING

No pre-bid meeting is scheduled for this IFB.

BID INFORMATION

Sealed bids - one (1) original and three (3) copies - will be accepted by the City of Peoria, Purchasing Division, 419 Fulton Street, Room 108, Peoria, Illinois, 61602, until **2:00 pm, October 26, 2022 CST.**

Electronically proposals will also be accepted by the City of Peoria until **2:00 pm, October 26, 2022 CST.** Proposals shall be submitted electronically on the City's bid portal by going to [bidnetdirect.com/illinois/cityofpeoria](https://www.bidnetdirect.com/illinois/cityofpeoria)

Bids shall be submitted in a sealed envelope or package with the bid title and bid number and marked on the outside. Please include your company name and return address on the outside of the envelope.

Bids received after the stated date and time will not be considered. Faxed proposals will not be accepted. Bids will be opened and publicly recorded immediately following the opening time.

AWARD OF BID

The bid will be awarded to the lowest responsive responsible bidder based on the given requirements. These are minimum specifications. The City of Peoria reserves the right to award to either a single or multiple vendors. The City reserves the right to waive technicalities and accept the bid that best suits its needs.

QUESTIONS*

All questions regarding this solicitation **must be submitted in writing.** Please submit all questions through the City of Peoria bid portal. <https://www.bidnetdirect.com/illinois/cityofpeoria>

**Vendors may not contact any other City Departments or Staff with inquires regarding this bid.*

Schedule of Events:

Bid Issued.....	10/4/22
Bid Opening.....	10/26/22
City Council meeting & contract award	11/8/22

GENERAL INSTRUCTIONS TO BIDDERS

1.1 ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any non-material informality or irregularity in the bids received. All proposals will be in English. The City will award the bids as described below or reject all bids within sixty (60) calendar days from the bid opening date.

1.2 ADDITIONAL COPIES OF SPECIFICATIONS - Bidders may secure additional copies of the IFB specifications from the City of Peoria's [online bid platform](#).

1.3 REGISTERING ON BIDNET DIRECT - Bidders must register as a vendor on BidNet Direct to access documents. There is no charge to register. In order to complete registration go to [the BidNet Direct website](#) – click on “Vendor Registration” in the upper right corner of the page. Enter your company information, and when prompted, select the “Limited Access” option. If you have questions of problems while registering, please call the BidNet Support Team at 800-835-4603 for direct assistance.

1.4 ENVELOPE IDENTIFICATION - Bidders shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Bidders should also indicate “Bulk Rock Salt IFB 40-22” in the LOWER LEFT-HAND CORNER OF THEIR ENVELOPE. *Bids can also be submitted electronically (see Attachment B).*

1.5 MAILING OF PROPOSALS – One (1) original and three (3) copies of all responses are to be mailed or delivered to:

***Peoria City Hall – City Purchasing Manager
419 Fulton St. Suite 108
Peoria, IL 61602***

1.6 CLOSING TIME - The closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the IFB is due.

1.7 WITHDRAWAL OF BIDS - Bidders may withdraw their responses at any time prior to the closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw their response for a period of sixty (60) calendar days from the opening date. Negligence on the part of the bidder in preparing a response to the confers no right of withdrawal or modification of a after it has been opened. No bid will be opened which has been received after the closing time specified in the IFB and it will be returned unopened to the bidder.

1.8 ALTERNATE BIDS - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to submit a bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

1.9 AWARD - An award will be made to the (responsive and responsible) bid that is with the lowest cost and is determined to be in the best interest of the City. The quality of the articles to be supplied, their conformity with specifications and their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award.

1.10 PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid response. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state, or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent there to and initialed in ink by the party signing the bid or his authorized representative.

1.11 SIGNATURES - Each bid response must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bid responses by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

By signing and submitting the response to this document, the Vendor/Contractor/Consultant is certifying they have not been barred from bidding by Federal, State or Local governments and have not been suspended or debarred from receiving federal funding.

1.12 INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist because of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

1.13 SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

1.14 BID DEPOSIT – A bid deposit is not required for this IFB.

1.15 RESPONSES – A response is requested of all bidders even if it is a “no bid.” Do not include any personal information such as social security numbers that the bidder wishes to keep confidential.

1.16 BID PROCESS – This process does not obligate the City to award a contract, or pay any cost incurred by the Vendor/Contractor/Consultant responding to this request. The City reserves the right to accept or reject any or all statements received because of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City's policy to not compensate a Bidder for any time or expenses incurred during the selection and negotiation processes.

1.17 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – To be awarded a contract all Suppliers, Vendors and Contractors to the City of Peoria **must** be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

EEO certification is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Office. *Please note the Certificate of Compliance is valid for one (1) year and must be renewed annually.* The CC-1 form can be downloaded from the City’s website at <http://www.peoriagov.org/equal-opportunity/> under *Equal Opportunity – Forms and Downloads*. The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar **(\$50.00)** processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid. The EEO Certification Number is only required prior to the award of the contract.

1.18 GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000)

Minority/Women Business Enterprise (M/WBE) Utilization – Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid (**subcontractor utilization form**)

Compliance Reporting Minority/Female Worker Utilization - The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must register at www.eprismsoft.com. Use the help page, which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

CONTRACT TERMS

- A. **TAXES** - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.
- B. **PERFORMANCE BOND** – A performance bond is not required for this IFB.
- C. **PAYMENT BOND (For Construction Contracts)** – A payment bond is not required for this IFB.
- D. **CITY’S AGENT**- The City of Peoria’s Purchasing Manager or his designee shall represent and act for the City in all matters pertaining to the IFB and contracts in conjunction thereto.
- E. **PATENTS** - The successful bidder agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article or device that may involve the manufacturer, construction or form a part of the work covered by the contract.
- F. **HUMAN RIGHTS ACT** - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.
- G. **NON-COLLUSION** - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed upon submission, or it may not be considered for acceptance.
- H. **DEFAULT** - In case of default by the contractor, the City will procure the articles services from other sources and hold the contractor responsible for any excess cost incurred.
- I. **CANCELLATION** - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager and as a result may be disqualified from doing business with the City for the period of one year in accordance with Section 10-102 of the Peoria City Code. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
- J. **PRICES SPECIFIED** – The successful bidder agrees to furnish the material or services according to the City’s plans, specifications, and conditions and at prices specified.
- K. **BID-RIGGING OR BID-ROTATING** - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding because of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E- 3 and 5/33E-4.

- L. **DELINQUENT PAYMENT** - By signing this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.
- M. **INSURANCE** – The successful Bidder shall obtain, at its own expense, all necessary insurance regarding its fiduciary responsibility to the City of Peoria. Said Bidder shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract. The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor. The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor, or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:
- a. **Commercial General Liability** -
- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - ii. The City of Peoria, and its officers, officials, employees, agents, and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the contractor's work, including activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased, or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Peoria and its officers, officials, employees, agents and/or volunteers.
 - iii. The contractor's insurance coverage shall be primary and non-contributory as respects the City of Peoria and its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Peoria and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of contractor's insurance and shall not contribute with it.
- b. **Commercial Auto** -
- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- c. **Workers Compensation Insurance** –
- i. Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident.

d. Certificates of Insurance –

- i. Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

N. PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."

O. GOVERNING – This contract will be governed by the laws of the State of Illinois. The Contractor/Vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

P. AFFIRMATIVE ACTION REQUIREMENTS - "The Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or physical or mental handicap(s) which would not interfere with the efficient performance of the job in question. The Contractor/Vendor will take affirmative action to comply with the provision of this division and will require any Subcontractor to submit to the City written commitment to comply with this division. The Contractor/Vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective Subcontractors."

- a. The Contractor/Vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

Q. EMPLOYEE EMPLOYMENT RESTRICTIONS - The Contractor agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Contractor for performance of this contract; (2) coordinating the efforts of the Contractor in the consummation or completion of this contract; or (3) monitoring or determining the performance of the Contractor. The Contractor further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the Contractor; (2) disqualification of the Contractor from bidding or being awarded future contracts with the City of Peoria for a period of two (2) years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**). *This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.*

R. LOCAL PURCHASING - For purchases of \$10,000.00 or greater, if:

- a. The lowest bidding local vendor is a responsible bidder; and
- b. The lower-bidding responsible bidders are not local vendors; and
- c. The lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder.
- d. In case of a dispute regarding the application of this provision, the decision of the City Manager or the Purchasing Agent acting for him/her shall be final. For purposes of this subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule or regulation.

S. REFERENCE - All the contract terms shall be incorporated by reference into any written contract.

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**SPECIFICATIONS &
SCOPE OF WORK
IFB 40-22 BULK ROCK
SALT**

I. OVERVIEW

The City of Peoria is accepting sealed bids from authorized and qualified Vendors to furnish and deliver Bulk Rock Salt (untreated) to the City of Peoria Public Works Department. The City of Peoria will be procuring salt for all winter maintenance uses to provide road salt for safety of the traveling public on City roadways. All freight and delivery charges shall be included in the bid prices.

II. INTENT OF SPECIFICATIONS

The specifications listed below are not meant to exclude any particular manufacture or brand. The product, delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of sale and services per specifications and requirements. Reference to brand names and part numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item, services and product requirements as specified within this bid document. This is an all-inclusive bid.

III. SPECIFICATIONS & CONTRACT REQUIREMENTS

A. PLAIN BULK ROCK SALT (UNTREATED) A- ASHTO SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1

Salt not meeting the above specifications will be rejected and replaced at the vendor's expense. All deliveries of salt shall be free of foreign materials and shall be lump free. Deliveries of Salt containing foreign materials and/or salt lumps larger than 2" in diameter will be rejected and replaced at the contract vendor's expense. All Treated and Un-Treated salt shall contain an Anti-Caking Agent such as YPS (yellow prussiate of soda) or equivalent.

- Purchase commitment percentage for total tonnage quantity: 80% minimum purchase requirement, 120% maximum purchase requirement.
- The City of Peoria shall ensure that 100 percent minimum guaranteed purchase commitment is met before the end of the winter season, June 30, 2023.
- Under this agreement, it is understood that all participating parties agree to the following:

- 1) The terms and conditions outlined in the City of Peoria contract govern this transaction.
- 2) Guaranteed minimums and maximums can be satisfied by ordering or supplying treated salt or untreated salt.

C. BID QUANTITIES

		SALT/TONS
TOTAL ESTIMATED TONNAGE		4,000

D. ORDERING

- The intent is that orders for Bulk Rock Salt will be placed by the City of Peoria Public Works Department with the successful qualified bidder.
- The City of Peoria will issue individual releases for salt.
 - An initial order of 500 tons immediately following the award of the contract.
 - An additional order of 3,500 tons starting January 1, 2023.
- The City of Peoria Public Works Department will be responsible for their individual invoices. All invoices must be addressed to the unit that placed the order. All billing addresses are provided in the contact information below.

DI. GENERAL DELIVERY REQUIREMENTS

- City orders may be placed via telephone or fax. Delivery shall be made as soon as possible after vendor receipt of order by phone or email. The maximum time from receipt of order to the actual delivery for orders placed between November 8, 2022 through June 30, 2023 shall not exceed seven working days, unless as modified in the order guidelines herein.
- Normal delivery times will be specified as 7 a.m. to 3:30 p.m., Monday through Friday.
- A provision will be provided that arrangements may be made for deliveries at other hours and on Saturday and Sunday, to maintain a prompt order delivery schedule.

- Deliveries for the City of Peoria will be made directly to City of Peoria Public Works Department, 3505 N Dries Lane, Peoria, IL 61603 .
- Deliveries will be full truckload lots (22-25 tons).
- All deliveries shall be covered with approved weatherproof materials.
- Vendor will insure all weights and measures shown on delivery tickets are correct and the City of Peoria reserves the right to require that delivery trucks occasionally be directed to a scale as a check on delivered truckloads.

F. LIQUIDATED DAMAGES

For orders placed between November 8, 2022 and June 30, 2023, if a vendor is unable to make delivery within the order timeline. The City of Peoria shall have the right to retain as liquidated damages, not as a penalty, 5% per working day on the undelivered portion of the order, but not to exceed 50%.

For orders placed prior to 9:00 a.m., on a given day, that day to be considered as the first calendar day of the seven day delivery period. For an order placed after 9:00 a.m., on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

The City of Peoria reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

- The City may order up to 20% of their awarded contract tonnage in any given week and the Vendor shall deliver within seven (7) working days after receipt of order. Quantity ordered above the 20% threshold shall have an extended delivery time of one working day for each one percentage point above the 20% guideline.
- If after seven (7) working days of liquidated damages assessment, the vendor has still failed to deliver, local governmental units shall have the right to terminate an order and purchase road salt from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.
- All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery personnel inspect the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on the delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

G. MINIMUM QUALIFICATIONS

In December 2022, the contract Vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the City of Peoria and listed local governmental agencies. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities and that vendor commitments to the stockpiles are with the users of this contract.

Respondents shall guarantee delivery of materials as specified above and on the Offer to Contract Form for any or all quantity scenarios. Orders shall be by the full truck load, (typically 22 to 25 tons).

H. PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit. The City of Peoria's standard payment terms are NET30.

I. EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The City will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

J. ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. The Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

K. FULL PRICING AND CONTINGENCIES

The City shall hold the successful Bidder to bid pricing. Additional charges for contingencies discovered by the Vendor at any time after the date of opening of this bid will not be considered for payment by the City .

L. RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful Bidder at no additional charge.

M. BID BOND

Not applicable.

N. PERFORMANCE BOND

Not applicable.

O. FREIGHT

Freight is all inclusive unless otherwise stated.

P. FUEL SURCHARGE

The City of Peoria does NOT accept any fuel surcharges.

IV. BID PRICING

Bid pricing shall be all-inclusive. No additional cost will be paid by the City, which includes but is not limited to administrative charges, fuel charges, freight/shipping or handling charges and any other costs associated with providing the products and services unless specified directly on the Offer to Contract Form.

V. DELIVERY

Delivery of products and services shall be (FOB Destination) to City of Peoria Public Works Department:

Peoria Public Works Department
3505 Dries Lane
Peoria, IL 61603

VI. AWARD

It is the intention of the City of Peoria to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. The City of Peoria reserves the right to make multiple awards or adds additional services if it is in the best interest of the City to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois. Bid prices shall be held firm during the City approval process. Anticipated final approval to be November 8th, 2022. A letter of intent to award (upon request) can be sent to the qualified low bidder.

VI. CONTRACT TERMS

One time Renewal Option: A One-time 2022-2023 contract renewal option shall be offered for 2023-2024. Salt quantities may not exceed more than a 20% increase from 2022-2023 contract quantities. Vendor price increase cannot increase more than 10% of the 2022-2023 year contract pricing. All other terms and conditions of the contract shall remain the same.

ALL QUESTIONS PERTAINING TO THIS BID ARE REQUIRED TO BE DIRECTED TO BE SUBMITTED USING THE CITY OF PEORIA ONLINE BID PORTAL AS LISTED IN THE INSTRUCTIONS, NO LATER THAN October 21, 2022.



CITY OF PEORIA SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

MBE/WBE Subcontractor(s) will be utilized on this project
 Non MBE/WBE Subcontractor(s) will be utilized on this project

**Section II
PRIME CONTRACTOR**

Name: JIMAX Landscape LLC
 Address: 3545 SW JIMAX Place- Peoria
 Phone: 309-218-1918
 Contact Person: Jarrold Martis
 Email: JIMAX.JMartis@gmail.com
 Ownership Status: MBE WBE M/WBE Non-M/WBE

PROJECT

Name: Bulk Salt
 Total Contract Value: \$323,600

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Kerry Brown Trucking	MBE	\$20,000	~5%	Trucking
Cargill Materials		\$294,000	~91%	Material Supplier
TOTALS				

**If more than seven firms are utilized, please copy the form and attach the additional information.*

Section IV: Subcontractors that submitted bids but were not selected (M/WBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

For Office Use Only

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

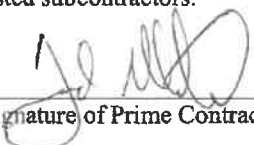
**If more than seven firms were contacted, please copy the form and attach the additional information.*

Section VI

The City of Peoria is committed to promoting equal opportunity and has established the following subcontractor utilization goals for city funded construction projects: 10% MBE and 5% WBE. Prime Contractors have an obligation to make a good faith effort to advance the city's commitment to increase diversity among the firms working on city construction projects.

This form must be completed and submitted with bid proposals. ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.



 Signature of Prime Contractor

10-24-2022

 Date

Org.: May 2008
 Revised: Feb. 2011

For Office Use Only
 Reviewed by: _____

PRICE SHEET

All-inclusive cost to supply and delivery of Bulk Rock Salt per specifications.

MAIN BID:

Plain Rock Salt – Delivered – Unit Price (Per Ton): (\$ 80.90)

CITY OF PEORIA
PROPOSAL

The executing of this form certifies understanding and compliance with the total bid package.

PROPOSAL SUBMITTED BY:

JIMAX Landscape LLC

Respondent

3545 SW JIMAX Place

Address

Peoria	Illinois	61605	309-218-1918
City	State	Zip	Daytime Telephone #

Jarrold Martis	JIMAX.JMartis@gmail.com
Contact Person	Email Address

Jarrold Martis	President
Name of Authorized Agent or Officer	Title

Signature of Authorized Agent or Officer

10-24-2022

Date



JIMAX Group
 3545 SW JIMAX Place
 Peoria, Illinois 61605



COMMERCIAL NAME

DEICING SALT ASTM-632

1.- Chemical Specification

<u>Determination</u>	<u>Unit</u>	<u>Specification</u>	
Sodium Chloride (as NaCl)	(%)	97.00	Min
Moisture	(%)	0.40	Max
YPS	(ppm)	70-100	

2.- Mesh Size

<u>USA Sieve (#)</u>	<u>Unit</u>	<u>Specification</u>
1/2"	(%)	100 Passing
3/8"	(%)	95 - 100 Passing
4	(%)	20 - 90 Passing
8	(%)	10 - 60 Passing
30	(%)	0 - 15 Passing

Revision 0



Cerro El Plomo N° 5680 of. 404, Torre 6
Las Condes, Santiago, Chile

JIMAX JIMAX Group
3545 SW JIMAX Place
Peoria, Illinois 61605

MATERIAL SAFETY DATA SHEET (MSDS)

SALT – SODIUM CHLORIDE

SECTION I: GENERAL

Trade Name: **SALT**

C.A.S. Number: **7647-14-5**

Chemical Name: **SODIUM CHLORIDE**

Formula: **NaCl**

Molecular Weight: **58.4428**

Address: **Cerro El Plomo 5680 of 404**
Las Condes
Santiago
Chile

Contact: **Manuel Morales S.**

Phone: **+ 56 (2) 2429 4470**

Date Issued: **09/2021**

Date Revised: **Same**

SECTION II: FIRST AID

Emergency Phone Number: **56 (2) 2429 4470**

Skin: **Wash with water**

Eyes: **Irrigate with plenty of water**

SECTION III: HAZARDS INFORMATION – HEALTH

Inhalation: **Inhalation of product may cause mild irritation of nose and throat**

Ingestion: **Ingestion of large amounts (greater than 0.1 lb) may cause gastrointestinal upset.**

Skin: **Dust may cause irritation.**

Eyes: **Dust may cause irritation.**

Permissible Concentration: Air: **None established** Biological: **No TLV established**

Unusual Chronic Toxicity: **None**

SECTION IV: HAZARDS INFORMATION

Flash Point°C : **Not flammable** Auto ignition Temp °C : **N/A**

Open Cup Closed Cup

Flammable Limits In Air (% by volume) – **N/A**

SECTION V: PRECAUTIONS/PROCEDURES

Fire Extinguishing Agents Recommended: **N/A**

Fire Extinguishing Agents to Avoid: **N/A**

Special Fire Fighting Precautions: **N/A**

Ventilation: **Local exhaust if dusty conditions prevail.**

Normal Handling: **Avoid eye contact or prolonged skin contact.**

Storage: **Wet or damp conditions can cause caking or corrosion of metal contact surfaces.**

Spill or Leak: **Shovel up dry material into an empty container. Flush residue with water down local sewer.**

Special: Precautions/Procedures/Label Instructions: **Store in cool, dry area. No special cautions or labeling are required.**

SECTION VI: PERSONAL PROTECTIVE EQUIPMENT

Respiratory Protection: **When required, use a respirator approved by NIOSH for product dust.**

Eyes and Face: **In extremely dusty areas, chemical safety goggles should be used.**

Hands, Arms, and Body: **Wear long - sleeved shirts and trousers for routine product handling. Gloves are optional.**

Other Clothing and Equipment: **N/A**

SECTION VII: PHYSICAL DATAMaterial is (At Normal Conditions) Liquid Solid GasAppearance and Odor: **White crystalline solid. Slight saline odor.**Boiling Point: **1465°C** Specific Gravity (H₂O = 1): **2.16** Vapor Density (Air – 1): **N/A**Melting Point: **800°C** Vapor Pressure (mm Hg at 20°C): **2.4 mm at 746.9°C**Solubility In Water (% By Weight): **26.395 Max at 60°F** pH (20% Solution): **6.5 – 9.5****SECTION VIII: REACTIVITY DATA**Stability: Stable UnstableConditions to Avoid: **Wet/damp conditions can cause caking and corrosion.**Incompatibility (Materials to Avoid): **None provided the product is dry.**Hazardous Decomposition Products: **None**Hazardous Polymerization: May Occur Will Not Occur

Conditions To Avoid:

SECTION IX: HAZARDOUS INGREDIENTS (Mixtures Only)Material or Component/ C.A.S. No.: **Sodium Chloride, CAS 7645-14-5**

Weight %:

Hazard Data (See Section J):

SECTION X: ENVIRONMENTALDegradability / Aquatic Toxicity: **Product is inorganic and may persist in the environment.**

EPA Hazardous Substance?

 Yes No If so, reportable quantity _____ 40 CFR 116 – 117Waste Disposal Methods (Disposer Must Comply With Federal, State and Local Disposal or Discharge Laws): **Flush to sewer if permitted by applicable disposal regulations.**RCRA Status of Unused Material: **Not a "hazardous waste."**

40 CFR 261

SECTION XI: REFERENCES

Permissible Concentration References:

Regulatory Standards: **FDA regulations apply to food use and USP/NF grades (21 CFR). USDA regulations apply to use in meat and poultry products.**D.O.T. Classification: **N/A - 49 CFR**General: **(a) Recommendations of the Salt Institute****SECTION XII: ADDITIONAL INFORMATION****This product is not for food or drug use unless material is labeled "food grade", "USP grade", or "NF grade", as applicable.****This product's safety data sheet is offered solely for your information, consideration and investigation. Compañía Minera Cordillera SCM provides no warranties, either express or implied, and assumes no responsibility for the accuracy or completeness of the data contained herein.**

