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FT. THOMAS, KY 41075  
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## REQUEST FOR QUOTE

### **Bulk Ice Control Rock Salt Treated with Anti-Caking Agent** **Release Date: Monday, April 15, 2019**

**Specifications:** The City of Fort Thomas is seeking quotes based on a per ton basis for Bulk Ice Control Rock Salt Treated with Anti-Caking Agent for the winter season 2019-2020. Product and price should be guaranteed available to the City of Fort Thomas between July 1, 2019 and April 30, 2020.

- Estimated Quantity: 1,200 tons more or less (based on historical usage). 600 tons is requested to be delivered before August 31, 2019. Successive orders will be placed based upon seasonal conditions.
- Truck Delivery, minimum truck load 20 tons, Cincinnati, OH terminal.
- Delivery Terms: 1) FOB Fort Thomas Salt Storage Facility located at 100 Army Reserve Road (within Tower Park), Fort Thomas, KY 41075.
- Terms of Payment: Net 30.

To submit a bid, please complete the information requested below and submit to the City of Fort Thomas no later than 4:00 p.m. Friday, April 26, 2019. Responses to this quote may be faxed to (859) 441-5104 or emailed to [jewald@ftthomas.org](mailto:jewald@ftthomas.org). Please direct questions to Joseph Ewald, Director of Finance, at (859) 441-1055 or via email at [jewald@ftthomas.org](mailto:jewald@ftthomas.org).

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## BIDDER INFORMATION

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## QUOTE

Bulk Ice Control Rock Salt Treated with Anti-Caking Agent \$ \_\_\_\_\_ /ton

Additional Information: \_\_\_\_\_

Quote Valid Through: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Quotes will be opened and read publicly. The City reserves the right to reject any or all quotes, to waive technicalities or to advertise for new proposals, if in the judgment of the City; the best interest of the City of Fort Thomas will be promoted thereby. The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. The City of Fort Thomas is exempt from the payment of taxes imposed by the federal government and/or the Commonwealth of Kentucky.

# CITY OF FORT THOMAS

## STANDARD PURCHASE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided.
2. **SHIPMENT UNDER RESERVATION PROHIBITED** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES** F.O.B. destination unless delivery terms are specified otherwise in bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided. Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO REPLACEMENT OF DEFECTIVE TENDER** Every tender or delivery of goods must fully comply with all provisions of this contract as the time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY** The place of delivery shall be the Municipal Building, City of Ft. Thomas, Kentucky unless otherwise specified in this purchase order or supply agreement sent to Seller by Buyer pursuant to which the goods are delivered. The terms of this agreement are "no arrival, no sale."
7. **INVOICES AND PAYMENTS**
  - a) Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: City of Ft. Thomas, 130 N. Ft. Thomas, Kentucky 41075. Payment shall not be due until the above instruments are submitted after delivery.
  - b) Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
  - c) Do not include Federal Excise, State or City Sales Tax, City shall furnish tax exemption certificate.
8. **GRATUITIES** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Ft. Thomas, Kentucky with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **WARRANTY-PRICE**
  - a) The price to be paid by the Buyer shall be that contained Seller's bid which Seller warrants to be no higher than Seller's current pricing on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
  - b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon and agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
10. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringements or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains as that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
12. **RIGHT OF INSPECTION** Buyer shall have the right to inspect the goods at delivery before accepting them.
13. **FORCE MAJEURE** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by an cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
14. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
15. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
16. **MODIFICATIONS** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
17. **INTERPRETATION-PAROL EVIDENCE** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
18. **APPLICABLE LAW** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Kentucky as effective and in force on the date of this agreement.
19. **ADVERTISING** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.