**Solicitation 686** 

**Treated Road Salt** 

**Bid Designation: Public** 



# **Capitol Region Council of Governments**

# **BIDSYNC VENDOR BILLING AGREEMENT**

BidSync will contact the Accounts Payable personnel for your company for any billing related questions. Please complete the Account Payable information below:

COMPANY NAME:	
ACCOUNTS PAYABLE (AP) CONTACT	First name: Last name:
DIRECT EMAIL ADDRESS:	
<b>DIRECT PHONE NUMBER:</b>	
ALTERNATE PHONE NUMBER:	
FAX NUMBER:	

## **BILLING OPTIONS**

By selecting one of the following billing options and placing an offer, you are agreeing to pay BidSync 2% of the award amount, if you are the winning bidder. If you are the winning bidder, the agency will confirm the award amount once the bid has ended and the agency has made an award decision. The invoice you will receive from BidSync will reflect your billing selection and payment due dates for the amount awarded to your company by the agency.

☐ PAY ON INVOICE	BidSync's Pay On Invoice options allows Vendors greater flexibility working with lengthy Government contracts by accepting payment of the fee divided into three equal payments. The payments will be due within 30 days, 60 days, and 90 days from the date of the initial award. If at any time the payment is late, penalties and interest will apply.
□ PAY ON AWARD	BidSync's Pay On Award option offers a 2.0% discount to the total fee when full payment is made within thirty (30) days of the award. If full payment is not received within thirty (30) days of award, the pay option will default to the Pay On Invoice Option.
CUSTOM PAYMENT SCHEDULE	BidSync's Custom Pay Schedule allows Vendors to tailor payment to be more appropriate to your contract. The Vendor may contact BidSync's Accounts Receivable at 800-990-9339, ext 478 to set a custom payment schedule, within fifteen (15) days of bid award. If arrangements have not been made within fifteen (15) days of bid award, the pay option will default to the Pay On Invoice Option.

If you have any questions about this Billing Agreement, you may directly contact BidSync's Accounts Receivable: **Toll free**: 800-990-9339 ext. 245

**Email**: billing@bidsync.com

## AGREEMENT CONFIRMATION

I,

, as an authorized agent for

#### Capitol Region Council of Governments

(company name) have read and understood the

above stated billing agreement. By indicating a billing selection above, I acknowledge and agree to make said payments directly to BidSync if my company is the **winning** bidder for this bid.

<u> </u>	
Signature of authorized agent	Title
Printed Name	Date

**DISCLAIMER**: If the Vendor does not pay BidSync within 60 days of invoice, the Vendor's access to the system will be discontinued and any outstanding amount may be sold to a collections agency. Any and all fees associated with collections will be borne by the Vendor. A late fee will accrue at the rate of two percent (2%) per month for any fees not paid when due. Notwithstanding the foregoing to the contrary, the fees charged pursuant to this section shall not contravene laws of the State where Vendor is based. We may, in our sole discretion, change our fee policies, the fees we charge, and some or all of our system or services at any time. All fees must be paid in U.S. Dollars. Vendor is responsible for paying any and all applicable taxes.

### Bid 686 Treated Road Salt

Bid Number Bid Title	686 Treated Road Salt
Bid Start Date Bid End Date	Jun 5, 2019 10:09:57 AM EDT Jun 27, 2019 10:00:00 AM EDT
Question & Answer End Date	Jun 24, 2019 3:00:00 PM EDT
Bid Contact	Maureen Goulet Purchasing Assistant Community Development 860-522-2217 ext 4283 mgoulet@crcog.org
Contract Duration	365 days
	1 annual renewal
Prices Good for	Not Applicable
	The intent of this bidding effort is to secure qualified suppliers of treated road salt for winter road maintenance. The desired product shall include a mixture of Sodium Chloride (road salt) treated with Liquid Magnesium Chloride or Liquid Calcium Chloride and Organic Based Performance Enhancer (LMC/LCC/OBPE). The liquid treatment is intended to enhance the performance of the road salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flowability.
	Note: The awarded vendor(s) must have product available to fulfill all orders for deliveries <u>between July 1,</u> <u>2019 and June 30, 2020.</u>
	Item Response Form
ltem	68601-01 - Treated Road Salt - Region 1 (In Season)
Quantity	11550 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
Delivery Location	No Location Specified
	<b>Qty</b> 11550
Description Avon - 3,000 tons Canton - 1,550 tons Granby - 1,500 tons Simsbury - 2,000 tor Suffield - 3,500 tons	IS
TOTAL: 11,550 TON	3

Item	68601-02 - Treated Road Salt - Region 1 (Out of Season)
Quantity	11550 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 11550
Description Avon - 3,000 tons Canton - 1,550 tons Granby - 1,500 tons Simsbury - 2,000 tons Suffield - 3,500 tons TOTAL: 11,550 TONS	
ltem	68601-03 - Pick-Up Cost Per Ton, In Season
Quantity	11550 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 11550
Description Price for towns that ch	oose to pick-up rather than have product delivered, in season.
Item	68601-04 - Pick-Up Cost Per Ton, Out-of-Season
Quantity	11550 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 11550
Description Price for towns that ch	oose to pick-up rather than have product delivered, out of season.
Item	68601-05 - Treated Road Salt - Region 2 (In Season)
Quantity	26250 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 26250
Description Bloomfield - 1,800 tons	S

Coventry - 2,000 tons East Hartford - 5,000 tons Ellington - 2,500 tons Manchester - 6,000 tons Somers - 2,000 tons South Windsor - 2,750 Vernon - 3,000 tons Windsor - 1,200 tons TOTAL: 26,250 tons

Added on Jun 11, 2018: Addendum #1 Adding quantities for the Town of Windsor, CT · 1,350 tons New Total: 36,358 tons Added on Jun 26, 2018: ADDENDUM #2 Correction to Total Quantity: Bloomfield - 1,800 tons Coventry - 2,000 tons Ellington · 2,500 tons Hartford - 4,000 Manchester - 6,000 tons Somers · 2,000 tons South Windsor BOE - 230 tons South Windsor - 2,750 Stafford - 2,500 tons Tolland - 3,000 tons Vernon · 3,000 tons West Hartford - 5,000 tons Windsor: 1,350 tons Windsor Locks - 128 tons CORRECT TOTAL: 36,258 TONS

Item	68601-06 - Treated Road Salt - Region 2 (Out of Season)
Quantity	26250 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	Qty 26250
Description Bloomfield - 1,800 to Coventry - 2,000 tons East Hartford - 5,000 Ellington - 2,500 tons Manchester - 6,000 to Somers - 2,000 tons South Windsor - 2,75 Vernon - 3,000 tons Windsor - 1,200 tons TOTAL: 26,250 tons	tons s ons i0

Item	68601-07 - Pick-Up Cost Per Ton, In Season
Quantity	26250 ton
Unit Price	

	Governmenta
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 26250
Description	
Price for towns that o	choose to pick-up rather than have product delivered, in season.
ltem	68601-08 - Pick-Up Cost Per Ton, Out-of-Season
Quantity	26250 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 26250
Description	
Price for towns that o	choose to pick-up rather than have product delivered, out of season.
Item	68601-09 - Treated Road Salt - Region 3 (In Season)
Quantity	14600 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 14600
Description	
Hebron · 1,400 tons East Lyme · 1,800 to	ns
Ledyard - 1,500 tons	
Mansfield · 2,000 tor Norwich - 2,500 tons	
Stonington - 1,400 to	ons
Waterford · 2,000 tor Windham - 2,000 tor	
TOTAL: 14,600 tons	
ltem	68601-10 - Treated Road Salt - Region 3 (Out of Season)
Quantity	14600 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
2	No Location Specified
	<b>Qty</b> 14600
Description	
Hebron · 1,400 tons	
East Lyme · 1,800 to Ledyard - 1,500 tons	
Mansfield · 2,000 tor	ns
Norwich - 2,500 tons	

#### Stonington - 1,400 tons Waterford - 2,000 tons Windham - 2,000 tons TOTAL: 14,600 tons

Item	68601-11 - Pick-Up Cost Per Ton, In Season
Quantity	14600 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Oh</b> : 14/00
Description	Qty 14600
	noose to pick-up rather than have product delivered, in season.
ltem	68601-12 - Pick-Up Cost Per Ton, Out-of-Season
Quantity	14600 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 14600
Description	
	noose to pick-up rather than have product delivered, out of season.
Item	68601-13 - Treated Road Salt - Region 4 (In Season)
Quantity	13400 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Otv</b> 12400
Description	<b>Qty</b> 13400
Danbury - 9,000 tons	
Middlebury - 2,200 tor	
Plymouth - 2,200 tons TOTAL: 13,400 tons	
Item	68601-14 - Treated Road Salt - Region 4 (Out of Season)
Quantity	13400 ton
Unit Price	
	Capital Region Council of Covernments
Delivery Location	Capitol Region Council of Governments           No Location Specified
	<b>Qty</b> 13400
<b>Description</b> Danbury - 9,000 tons	

Item	68601-15 - Pick-Up Cost Per Ton, In Season
Quantity	13400 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 13400
Description	
	noose to pick-up rather than have product delivered, in season.
Item	68601-16 - Pick-Up Cost Per Ton, Out-of-Season
Quantity	13400 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 13400
Description	
	noose to pick-up rather than have product delivered, out of season.
Item	68601-17 - Treated Road Salt - Region 5 (In Season)
Quantity	25696.22 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 25696.22
Description Bristol - 7,000 tons Cheshire - 1,896.22 t Durham - 1,500 tons Glastonbury - 6,000 to New Britain - 3,000 to Newington - 3,600 ton Rocky Hill - 2,700 tons TOTAL: 25,696.22	ons ons ins ns

Bid 686

	Governments
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Otu</b> 25404 22
Description	<b>Qty</b> 25696.22
Bristol - 7,000 tons	
Cheshire - 1,896.22	
Durham · 1,500 tons Glastonbury - 6,000	
New Britain - 3,000 t	tons
Newington - 3,600 to Rocky Hill - 2,700 to	
100ky 1111 - 2,700 tol	
TOTAL: 25,696.22	
ltem	68601-19 - Pick-Up Cost Per Ton, In Season
Quantity	25696.22 ton
Unit Price	
Delivery Location	Capital Degion Council of Covernments
Delivery Location	Capitol Region Council of Governments           No Location Specified
	<b>Qty</b> 25696.22
Description	
Price for towns that (	choose to pick-up rather than have product delivered, in season.
Item	68601-20 - Pick-Up Cost Per Ton, Out-of-Season
Quantity	25696.22 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
<b>-</b>	<b>Qty</b> 25696.22
Description Price for towns that	choose to pick-up rather than have product delivered, out of season.
Item	68601-21 - Treated Road Salt - Region 6 (In Season)
Quantity	22900 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 22900
Description	
Guilford - 700 tons	
Hamden · 5,000 ton Milford - 1,600 tons	S
New Canaan - 3,000	D tons
Newtown - 4,000 tor	

North Branford - 100 tons
North Haven - 2,500 tons
**Norwalk · 4,000 tons
Weston · 2,000 tons
TOTAL: 22,900 tons
Please note the following requirements for the City of Norwalk:
Component
Sodium Chloride Deicing Salt:: 95.9%
Pre-wetting agent: 4.1%
Chemical Analysis of Pre-wetting agent:
Component: Water - CAS 7732-18-5, Typical percentage, 67-70%
Component: Magnesium Chloride: CAS 7786-30-3, Typical percentage 26-29%
Component: Sodium Gluconate: CAS 527-07-1, Typical percentage 0.25-0.06%
Component: Xantham Gum: CAS 11138-66-2, Typical percentage 0.2-0.4%
NO SUBSTITUTIONS FOR XANTHAM GUM!
Component: Colorant Blend, Typical percentage 0.01 -0.06%
Component: FDC Blue 1: CAS: 3844-45-9
Tartrazine: CAS: 1934-21-0
FD&C Red 40: CAS: 25956-17-6
Trans-2851: CAS Proprietary: Typical PPM: 0.4-0.8
pH: Typically 7.0-8.6

Item	68601-22 - Treated Road Salt - Region 6 (Out of Season)
Quantity	22900 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 22900
Description	
Guilford - 700 tons	
Hamden · 5,000 ton	S
Milford - 1,600 tons New Canaan - 3,000	) tons
Newtown - 4,000 tor	
North Branford - 100	
North Haven - 2,500	
**Norwalk · 4,000 to	
Weston · 2,000 tons TOTAL: 22,900 tons	
	wing requirements for the City of Norwalk:
Component	
Sodium Chloride De	•
Pre-wetting agent: 4 Chemical Analysis of	
-	· CAS 7732-18-5, Typical percentage, 67-70%
	sium Chloride: CAS 7786-30-3, Typical percentage 26-29%
Component: Sodium	n Gluconate: CAS 527-07-1, Typical percentage 0.25-0.06%
•	m Gum: CAS 11138-66-2, Typical percentage 0.2-0.4%
	S FOR XANTHAM GUM!
	nt Blend, Typical percentage 0.01 ·0.06% ue 1: CAS: 3844-45-9
Tartrazine: CAS: 193	
FD&C Red 40: CAS:	25956-17-6
	oprietary: Typical PPM: 0.4-0.8
pH: Typically 7.0-8.6	

Item	68601-23 - Pick-Up Cost Per Ton, In Season
Quantity	22900 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 22900
Description Price for towns that che	oose to pick-up rather than have product delivered, in season.
Item	68601-24 - Pick-Up Cost Per Ton, Out-of-Season
Quantity	22900 ton
Unit Price	
Delivery Location	Capitol Region Council of Governments
	No Location Specified
	<b>Qty</b> 22900
<b>Description</b> Price for towns that che	oose to pick-up rather than have product delivered, out of season.

### CAPITOL REGION PURCHASING COUNCIL INVITATION FOR BID TREATED ROAD SALT FOR WINTER ROAD MAINTENANCE

### **BID SPECIFICATION**

### SCOPE:

The intent of this bidding effort is to secure qualified suppliers of treated road salt for winter road maintenance. The desired product shall include a mixture of Sodium Chloride (road salt) treated with Liquid Magnesium Chloride or Liquid Calcium Chloride and Organic Based Performance Enhancer (LMC/LCC/OBPE). The liquid treatment is intended to enhance the performance of the road salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flowability.

Note: The awarded vendor(s) must have product available to fulfill all orders for deliveries <u>between July</u> 1, 2018 and June 30, 2019.

### **ESTIMATED QUANTITIES**

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of communities that decide to make an award off of this bid (as participation is voluntary), the needs of the using departments in the various Council members (based on weather) and satisfaction with product performance when piloted by participating Council members.

Participating Council members as listed herein will issue purchase orders in the tonnage amount of 100% of their initial estimated annual quantities. Each Council member will guarantee a minimum 50% purchase of their initial estimated annual quantity during the term of the contract. Responding vendors will guarantee 150% of the estimated annual quantity during the term of the contract.

#### PIGGYBACKING

There is no piggybacking on this bid.

### OFF SEASON ORDER DISCOUNT

For the purposes of this bid, the winter season shall be defined as beginning October 1, 2018 and ending April 15, 2019. Vendors are asked to provide pricing per ton for off-season orders as well as pricing per ton for in-season orders.

#### **BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES**

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Council members may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

If delivery is not made within the allotted time frame and costs are incurred to obtain de-icing materials from an alternative source the contractor shall be held liable for those costs. In addition, any quantity of material purchased from an additional source due to lack of performance by the vendor shall have the quantity (if requested by the Town) deducted from the guaranteed amount submitted from the vendor.

### **SPECIFICATIONS:**

**Salt:** Road salt shall conform to the "Specification for Road Salt- Sodium Chloride, REFERENCE FILE NO. 139R, Issued July 7, 1955, Revised June 1, 1998" by the Connecticut Department of Transportation, Bureau of Engineering and Highway Operations.

Bidder shall state what anti-caking agent or agents are used in the road salt on the attached Information Sheet.

Liquid Magnesium Chloride/Liquid Calcium Chloride/Organic Based Performance Enhancer (LMC/OBPE): Material used for this component of the finished product shall be a blend of liquid magnesium chloride or liquid calcium chloride and OBPE sufficient to allow the material to meet the specification requirements and performance criterion listed below.

Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits as tested in accordance with generally accepted industry standard analytic procedures. Results are stated as Parts Per Million (ppm). If the product exceeds any of the following concentrations then the bidder shall identify the exception(s) and explain any mitigating circumstances. CRPC members reserve the right to evaluate these exceptions and make a determination of product eligibility based on their best interests.

Phospho	rus 250.00 ppm	Chromium	0.50 ppm
Cyanide	0.20 ppm	Cadmium	0.20 ppm
Arsenic	5.00 ppm	Barium	10.00 ppm
Copper	4.00 ppm	Selenium	5.00 ppm
Lead	1.00 ppm	Zinc	10.00 ppm
Mercury	0.05 ppm		

The pH of the submitted liquid chemical products shall be 3.2 – 9.0. The pH limit of the liquid chemical products may be waived by CRPC members. CRPC members' decisions to waive the pH requirement shall be in their best interests and shall be final.

The material shall contain a minimum of 13.0% MgCl<sub>2</sub> by weight.

The material shall contain sufficient OBPE to produce a final material having a eutectic (freezing) point of -20ºF or lower.

Bidder shall provide a table showing the Freezing Point vs. Specific Gravity for varying dilutions of product in water, starting at 5% and continuing up to and including the percentage needed to reach the eutectic (freezing) point.

A 3% solution of the product shall have a corrosion value of at least 70% less than that of a 3% solution of sodium chloride (determined by NACE (National Association of Corrosion Engineers) Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters).

This chemical product shall not contain greater than 4.0% (V/V) Total Settleable Solids after being stored at 0 degrees F for 168 hours. If any solids are observed, 99% of those solids must mass through a #10 sieve.

An independent certified analysis conducted within the last three years, showing compliance with all of the above requirements, must be submitted with the bid along with an intended use statement for the

product. Exceptions to these requirements must be stated and CRPC members reserve the right to reject the product.

### Mixing the Salt and Liquid Magnesium Chloride/Liquid Calcium Chloride/OBPE

The salt and magnesium chloride or salt and calcium chloride/OBPE shall be mixed as described in this section to produce the finished product.

CRPC members reserve the right to take samples from the contractor's stockpile or transfer point before the salt is mixed with the LMC/LCC/OBPE. Samples of both the salt and the LMC/OBPE may be taken.

The contractor will thoroughly mix a minimum of 8 gallons of LMC/LCC/OBPE per ton of salt. The contractor shall ensure a consistent thorough mix (e.g. spray system, pug mill, conveyor) so there is maximum coverage of the liquid on the salt crystals (loader mixing and stockpile injection methods are not acceptable) and will specify the mix method on the bid.

Trucks must be weighed on a certified scale with printout after loading the final product and prior to delivery. The weight ticket shall contain the net weight of the final product and the stockpile source. The certification must bear the weighmaster's signature. Handwritten weights are not acceptable. All shipments of the product shall be accompanied by a ticket indicating the amount of LMC/LCC/OBPE mixed in with the finished product. This amount will be indicated on the tickets in gallons and may be machine printed or handwritten.

### Final Product: Road Salt treated with Liquid Magnesium Chloride/Liquid Calcium Chloride/OBPE

The delivered product shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, trash or any other material that could be reasonably expected to interfere with the use, handling or storage of the material.

The properly stored product (covered or inside storage) shall be uniform and free flowing in a manner consistent with its intended use and shall show no objectionable clumping or caking. The product shall show no indication of objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.

The finished product shall not be less than 91.2% sodium chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

% sodium chloride = % apparent sodium chloride - (% magnesium chloride + % calcium chloride)

Moisture content shall not exceed 4.8% when determined as follows and in accordance with procedures of the AWWA B200-88, Section 4.3:

% moisture =  $(W_1 - W_2) / (W_1 \times 100)$  where:

 $W_1$  = initial weight of sample

W<sub>2</sub> = weight of sample after drying to a constant weight at 110 °C +/- 5 °C

Sampling shall be done in accordance with current ASTM D-632. The treated salt may be rejected if it fails to conform to any of the requirements of this specification.

If the moisture content of the treated salt is found to be above 5.3%, a deduction for moisture content

#### Capitol Region Council of Governments

will be made from the delivered bid price based on the following formula:

Reduced price per ton = delivered contract price/ton X (1.106 - 2x)

where: x = moisture content of sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%)

A non-complying product price deduction will not be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers salt found to be above 2% moisture content, the contract shall be subject to cancellation either in whole or in part.

Calculations performed relative to this specification shall be made using the rounding off method of "ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values".

### MATERIAL SAFETY DATA SHEETS:

Awarded vendors will be required to provide CPRC staff and participating members appropriate Material Safety Data Sheets within 20 days after award or upon first delivery, whichever occurs first.

### PRODUCT EFFICACY:

Respondents are asked to supply literature and any available test results <u>with their bid</u> to demonstrate the offered product's ability to reduce corrosiveness, improve low temperature performance, reduce **bounce and scatter, prevent clumping and enhance flowability when mixed with road salt**. In addition, if the product bid is a new formulation for this year, respondents are asked to: note this fact as part of their response, highlight the changes made to the new version, and identify how the new product compares to the previous version.

### ROAD SALT SUPPLY GUARANTEE:

Bidders must provide written certification from their road salt producer/supplier guaranteeing that the bidder has access to a sufficient amount of road salt product to supply the needs of the participants for the entire term of the contract. Bidders are expected to provide up to 150% of a Council member's initial estimated annual quantity. This information must be provided as part of the bid submission.

### NON-STAINING GUARANTEE:

Bidders must provide documentation <u>as part of their bid response</u> demonstrating that their product will not stain local property if it contains a dye.

### ENVIRONMENTAL CONSIDERATIONS AND ANTI-FRACKING MATERIAL ORDINANCES:

Bidder must provide documentation <u>as part of their bid response</u> demonstrating that their product is ecologically safe and is in compliance with applicable CT Department of Environmental Protection and US Environmental Protection Agency regulations.

A number of Council members have anti-fracking material ordinances and will require vendors to submit a letter certifying that the product does not contain any materials obtained through fracking.

### DELIVERY:

Scheduling of deliveries is of the utmost importance. The vendor must strictly adhere to delivery schedules set between it and CRPC members.

Trucks delivering the product shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material to protect the material, prevent spillage and meet all environmental regulations. Torn or ripped covers may be a cause for rejection of the shipment.

Delivery will commence within 48 hours after confirmation of order by an authorized CPRC member representative, Monday through Friday between the hours of 7:30 a.m. and 3:30 p.m. An order that is not completed within 5 days after commencement of delivery, or completed within the schedule set between an authorized CPRC member representative and the vendor, shall be deemed incomplete and may begin accruing penalties described below.

During periods of repeated storm activity, or when the supply is considered critical by the participating entity, deliveries occurring outside of the normal business hours may be required.

If delivery is not made in the timeframe specified, a deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost incurred shall include, but are not limited to the following:

- Increased personnel costs due to demurrage.
- Increased costs incurred for treatment of salt on hand to extend usage.
- Costs for clean-up after required application of a "treated" salt product (i.e. salt mixed with sand).

Members may enforce penalties by withholding payment or a portion of payment until the delivery is completed.

All deliveries shall comply in every aspect with all applicable Federal and State laws.

### **SPILLAGE**

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against a Council member because of pollution resulting from such spillage shall be borne by the vendor.

### **PRICING:**

Bidders shall submit net unit prices, DELIVERED per ton, as specified on the bid proposal sheets. Said unit prices shall include freight or transportation rates in effect on the date of bid submission. All delivered material will be F.O.B. DESTINATION to any municipal location within the respective CT Department of Transportation Maintenance and Construction District, as outlined on the attached map (Exhibit II).

All prices submitted shall apply throughout the term of the contract, and shall be deemed all-inclusive (i.e. including fuel costs, etc.). The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges on the participating communities at any point during the contract period.

By member request, we are asking for alternate pricing for the Treated Road Salt product if it is picked up by a member town. These prices shall not include freight or transportation rates.

### **EXPERIENCE:**

Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience supplying treated road salt to local or state governments/agencies. Accordingly, a list of at least four (4) municipalities/state agencies where the product bid has been delivered during the past two (2) years shall be furnished, including contact persons and phone numbers. (See the attached Information Sheet.) Note: Connecticut-based references are preferred.

### **INFORMATION SHEET**

Nan	ne of Bidder:
I. SL	JPPLY DETAILS:
1.	Brand Name of Liquid Magnesium-Based or Liquid Calcium-Chloride based Product Offered: (Attach technical information sheet for the product bid and supporting performance literature.)
2.	Product Manufacturer:
3.	Road Salt Source:
4.	Road Salt Type:
5.	Road Salt Producer:
6.	Type of Anti-Caking Agent to be utilized and point where applied:
[	5

7. Type of Corrosion Inhibitor to be used and point where applied:



8. Mix method for applying liquid magnesium-based product and point where applied:



9. Specific location for treated road salt supply/inventory for resulting CRPC contracts:

### II. EXPERIENCE:

- 1. How many years has your firm been providing treated road salt?
- 2. During the past 2 years, we delivered treated road salt to the following municipalities/state agencies. Note: CT references are preferred.

Town/Agency	Contact: Person Address		Telephone #
		5	
		6	
		5	
		6	
		5	
Town/Agency	Contact: Person Address	6	Telephone #
		5	
	J	6	

#### **III. DELIVERY:**

1. Name of delivery companies used to deliver the product (other than bidder-owned trucks). Please specify number of trucks to be secured from each).

Company Name	Location	# of Trucks
2. Indicate the <u>earliest</u> date when de	liveries can commence:	
3. Please indicate if participating ent	ities would be able to arrange to pick	up supply at the storage terminal:
,		

4. If a participating entity wanted to pick-up their supply, what is the minimum truck size you can support?

### IV. ORDERING:

1. Indicate the contact person(s) who will be responsible for receiving and processing **routine orders (Monday to Friday**, **7:30 a.m. to 3:30 p.m.).** Include names, phone and fax numbers, addresses and company affiliations.



2. Indicate the contact person(s) who will be responsible for receiving and processing **emergency orders (Monday to Friday**, **after 3:30 p.m. and on weekends/holidays)**. Include names, phone and fax numbers, addresses and company affiliations.

	5
	c
3. Indicate the latest date when orders can be placed:	

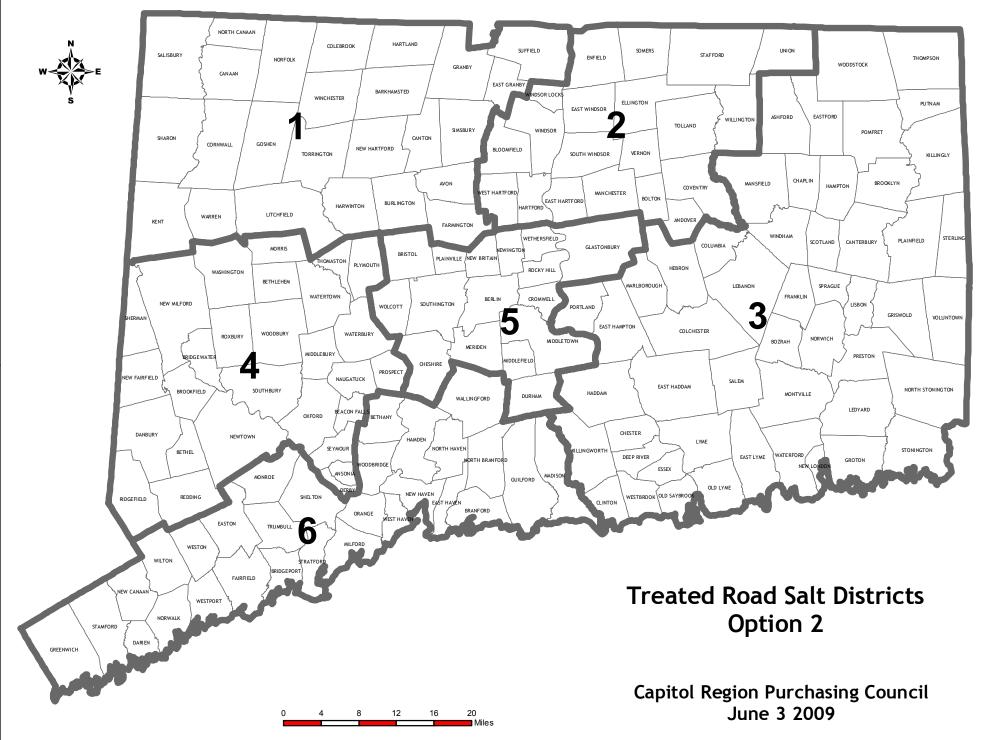
### V. CONTINGENCY PLANS:

In the event of extreme weather (e.g. storms occurring every 2 or 3 days or extreme cold temperatures), what alternative plans do you have in place if this affects your supply chain? What are your plans to communicate about delays or other supply issues with your customers?



Note: Vendors are reminded to include a certified independent analysis showing the liquid magnesium/liquid calcium chloride organic-based performance enhancer meets all requirements stated in the Invitation for Bid.

#### Capitol Region Council of Governments



### Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

#### <u>All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West</u> Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and

**commissions as an Additional Insured** and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

**Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

**Workers' Compensation:** Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

**Personal Property** for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

, Date		

(Print Name Here)

### **GENERAL VENDOR INFORMATION**

# VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY
REPRESENTATIVE
POSITION
ADDRESS
(ZIP)
TELEPHONE #
FAX #
TAX ID #
J

E-MAIL ADDRESS

PAYMENT TERMS:	%		Days
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DATE:	

### ADDENDUM #1 FOR INVITATION TO BID #673 FOR TREATED ROAD SALT

This addendum covers the following change:

- 1. Addition of quantities for the Town of Windsor: 1,350 tons New total for Region 2: 36,358 tons
- 2. Addition of quantities for the Town of East Lyme: 1,700 tons New total for Region 3: 11,700 tons
- 3. Addition of quantities for the Town of Southington: 4,000 tons New total for Region 5: 16,600 tons
- 4. Correction of total for Region 6, which should be 43,400 tons.

All other terms and conditions appearing in the original Invitation to Bid remain unchanged. Vendors are asked to sign, date, and return this sheet, along <u>with their bids</u>, in order to verify their receipt of this addendum prior to the specified submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.

Name			
Title		1	
Company		1	
Address		5	
Telephone	(City) (State) (Zip)		
Signature		Date	

### ADDENDUM #2 FOR INVITATION TO BID #673 FOR TREATED ROAD SALT

This addendum covers the following changes:

- 1. Addition of quantities for the Town of Groton in Region 3: 1,200 tons New total for Region 3: 12,900 tons
- 2. Correction of quantities for the Town of Hebron in Region 3: 1,400 tons
- 3. Correction of quantities for Region 2: 36,258 tons

All other terms and conditions appearing in the original Invitation to Bid remain unchanged. Vendors are asked to sign, date, and return this sheet, along <u>with their bids</u>, in order to verify their receipt of this addendum prior to the specified submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.

Name				
Title				
Company				
Address			5	
			6	
Talashasa	(City) (State)	) (Zip)		
Telephone	<u></u>			
Signature			Date	

### Question and Answers for Bid #686 - Treated Road Salt

**Overall Bid Questions** 

There are no questions associated with this bid.