

# **TECHNICAL SPECIFICATIONS**

## **PROVIDING AND DELIVERING ROCK SALT TO THE COUNTY OF CUMBERLAND AND THE CUMBERLAND COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM IDENTIFIER # 181-CCCCPS**

### **1. INTENT**

The intent and purpose of this specification is to adequately describe the requirements for Providing and Delivering Rock Salt to the County of Cumberland and the Cumberland County Cooperative Contract Purchasing System Identifier 181-CCCCPS and to list all requirements necessary for contract award and for being declared winning bidder for providing the services described herein or as mutually agreed upon.

### **2. SCOPE**

The County of Cumberland, acting as Lead Agency on behalf of itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, is interested in entering into a contract with a qualified vendor who is able to Provide and Deliver Rock Salt to the County of Cumberland is additionally interested in declaring the winning bidder for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS.

### **3. PAYMENT**

Cooperative members shall be responsible for their payments. The contractor shall directly bill the participating cooperative members for services provided.

For County of Cumberland purchases, payment for delivery of services will be made within seven (7) days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery. Bills are to be presented to the address listed below on County billing forms on or before the third day of the month after delivery of the products is made:

Cumberland County Public Works Department  
800 East Commerce Street  
Bridgeton, New Jersey 08302

Cooperative members will make payments according to their payment policies. The contractor shall obtain the proper billing address from each participating Cooperative member.

**4. DELIVERY LOCATIONS FOR CUMBERLAND COUNTY**

The items are to be delivered to:

- 4.1 Cumberland County Public Works Garage  
800 East Commerce Street  
Bridgeton, New Jersey 08302  
Attn: Public Works
- 4.2 Cumberland County Public Works Yard  
1728 West Sherman Avenue  
Vineland, New Jersey 08360
- 4.3 Cumberland County Public Works Yard  
c/o Port Norris Express  
1788 North Avenue  
Port Norris, New Jersey 08349

All deliveries are to be FOB, Destination Prepaid.

4.4 Delivery will be made in truckload lots to the above listed addresses. Deliveries shall be made within five (5) business days after placement of the order.

4.5 If the contractor fails to make delivery within the time period specified, the County and/or Co-op member shall have the right to obtain the product on the open market. Any difference in cost between the contract and open market will be deducted from any monies owed by the County and/or Co-op member to the contractor.

**5. QUANTITY AND PAYMENT**

5.1 The quantity of Rock Salt for which payment will be made will be the actual number of tons prepared and furnished in accordance with the specifications at the unit price per ton bid, which price shall include the cost of all materials, labor, equipment, and all else necessary therefore and incidental thereto.

5.2 If requested by the County, and/or Co-op member, each truckload of mixture leaving the bidder's plant shall be weighed by a certified weighmaster on certified scales approved by the New Jersey Department of Weights and Measures. The weighmaster shall furnish to the truck driver duplicate weight slips showing the gross, tare and net weight. To each weight slip his signature and official seal shall be affixed. One of these delivery slips shall be furnished to the department's representative on the project. No material will be accepted unless accompanied by such a delivery slip.

5.3 The tare weights of the empty trucks shall be obtained at frequent intervals of not less than one each morning and afternoon. When the net weight of any truckload of material varies by more than 2.0% from the unit batch weight times the number of batches in the truckload, the material may be rejected.

**6. CONTRACT PERIOD**

The contract period for this project shall be from August 1, 2010 to July 31, 2011. The final seven (7) months of the contract shall be contingent upon the appropriation of the necessary funds in the 2011 County Budget.

**7. CONTRACT AWARD**

7.1 The contract for this project will be awarded to the low, responsive, responsible bidder on the unit price basis.

7.2 The unit price bid shall remain firm for the contract period.

**8. APPROXIMATE QUANTITY**

8.1 The County expects to purchase between 0 - 3,500 tons during the 2010/2011 winter. For the purpose of this bid, the estimated quantity range is 0 - 3,500 tons.

County's Purchase History for Rock Salt

2009/2010 Winter	6,092 tons
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**9. TECHNICAL SPECIFICATIONS FOR THE ROCK SALT**

9.1 All materials shall comply with the current specifications. The County reserves the right to inspect all materials before and after delivery and the right to return all material not meeting the specifications. Any exceptions to these specifications are to be fully outlined on a cover letter attached to this bid. Covering letter must explain in detail wherein alternates differ from items specified.

9.2 All prices shall remain firm and shall not be subject to increase. Contract awards include all charges pertaining to work performed and FOB Destination charges. Price escalation clauses will not be allowed.

9.3 Vendor shall be required to protect all material and to deliver them to the specific delivery point in an undamaged condition. The County may reject any item which is damaged, or is otherwise unacceptable.

9.4 The contract shall cover actual quantities ordered for delivery during contract period and payment shall be made at the original unit prices for the accepted

quantities of Rock Salt. The County will not be bound by any minimum or maximum quantities.

9.5 Vendors should note that Solar Salt is NOT an acceptable substitute for Rock Salt-Ice Control. Bids submitted based on the use of solar salt will be rejected.

9.6 Manufacturer and Sales Information - Each bidder will provide the manufacturer and sales information that is requested on the Bid Document.

**9.7 ROCK SALT**

9.7.1 The Sodium Chloride shall be in the form of Rock Salt, containing at the time of delivery, not more than .5 percent moisture when dried at 105 degrees C (221 F) to constant weight.

Representative sampling will be made at the rail siding or the supplier storage location before delivery.

Salt will be tested by taking a total 20 lbs. from 3 different spots.

9.7.2 The sodium chloride, when dried to constant weight as specified above, shall conform to the following requirements as to chemical composition:

Sodium Chloride (NACl), minimum 97.0% insoluble in boiling distilled water, maximum 1.0%.

9.7.3 The Sodium Chloride when dried as specified above, shall conform to the following requirements as determined by laboratory sieves.

**TOTAL PERCENT PASSING**

SIEVES	MINIMUM	MAXIMUM
1/8 inch	100	_____
NO. 3	90	100
NO. 8	5	35
NO. 30	0	5

The sieve analysis shall be in accordance with the applicable provisions of current ASSHTO Designation T27.

9.7.4 Lots represented by samples containing more than .5 percent moisture shall be subject to a deduction of 1% of the delivered price for each % or fraction thereof. Moisture shall be calculated and reported to the nearest one-tenth percent.

9.7.5 Lots represented by samples containing less than 97% Sodium Chloride shall be subject to a deduction of 0.5% from the delivered price. For lots containing less than 97% but not less than 90%, each succeeding 0.5% below minimum requirements shall be subject to additional 0.5% deductions from delivered price.

9.7.6 Lots containing less than 90% Sodium will not be pro-rated by the agency and shall be removed and replaced with product conforming to specification by the vendor at no additional cost to the using agency.

## **10. SAFETY**

The contractor shall be responsible for maintaining and supervising all safety precautions and programs in connection with this work.

The contractor shall be required to provide their personnel with all personal safety/protection equipment that may be required by any agency having jurisdiction, while their personnel is involved in the performance of this contract.

All materials and services provided by the contractor in the performance of the contract must meet applicable State and Federal Safety and Health Codes, Standards, and Regulations.

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- a. all employees on the work site and all other persons who may be affected;
- b. all work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, control of the contractor or any of his sub-contractors;
- c. other property at the site(s).

The contractor shall provide all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

The contractor, in the performance of this project, shall be responsible for providing any notice that may be required, to operators of systems under the direction of the Board of Public Utilities. The contractor shall accordingly take any and all precautions required to insure that all regulations concerning

construction in an area where utility lines are located are followed. The contractor shall be responsible for all costs, including but not limited to, associated with their failure to provide any notice to the utilities operators that may be required, for any costs associated with their failure follow appropriate safety precautions, and for any costs associated with restoration of such services.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and promulgating safety regulations.

The contractor shall at all times during the performance of this project maintain public accessibility within the project site.

All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the contractor, any sub-contractor, or anyone directly or indirectly employed by any of them, will be the responsibility of the contractor.

#### **11. LAWS AND ORDINANCES**

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

#### **12. CONTRACTOR RESPONSIBILITIES**

The contractor shall be held to have carefully examined the conditions that may be encountered in complete execution of all work.

The contractor shall be held to have examined these specifications and all other data or instructions pertaining to this work.

It shall be understood that by submitting a bid proposal, the bidder/contractor shall be bound by the terms and conditions required herein.

The contractor shall comply with all Federal, State and Municipal Laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates and approval as may be required for the work described herein.

All work and materials shall be in full accordance with the regulations of all entities having jurisdiction.

**13. QUESTIONS**

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Purchasing Department; (856) 451-0967, facsimile.

**14. BID DOCUMENT INFORMATION**

Bidders shall indicate on the Official Bid Sheet their total all-inclusive per-ton unit price providing and delivering rock salt as specified herein. Bidders shall then multiply that unit price times the higher quantity range number to equal their extended price.

Quantities provided herein are estimates for the purposes of this bid only. The County shall not be required to purchase any minimum or maximum amount of rock salt. The contractor shall only be paid for the quantity of rock salt actually delivered.

**15. COOPERATIVE CONTRACT PURCHASING SYSTEM**

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.

