

WAUKESHA COUNTY SPECIFICATIONS  
DE-ICING CHEMICALS, LIQUID AND BAGGED  
AND WATER SOFTENER SALT

**NOTE:** BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. REQUESTS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE.

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE BID AND/OR SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

**GENERAL:** It is the intent of this specification to describe the minimum requirements for the blanket purchase order agreements for the purchase of bagged and liquid de-icing chemicals, and water softener salt. All items shall be furnished by the successful bidder at the bid price and shall conform in the quality of material and workmanship to that usually provided by the practice indicated in this specification.

**AWARD STATEMENT:** Award will be made to the lowest responsible responsive bidder, complying with the specifications and having an acceptable delivery schedule. V.A.L.U.E. reserves the right to recommend award of all or part of any bid and to waive any or all technicalities or informalities it deems in its best interest.

**AWARD CONSIDERATIONS:** Quantities involved, time of delivery, purpose for which required, competency of bidder, ability to render satisfactory service, and past performance will be considered in determining status as a responsible bidder.

**SPECIAL CONDITIONS:** Purchases by each participating agency are contingent upon the appropriation of funds by the governing bodies of each agency.

**INQUIRIES:** Inquiries regarding the bid and or specifications must be directed to Janet Borckmann, Waukesha County Purchasing, 414-896-8035. The Waukesha County Purchasing Division has the sole authority for the modification of this specification or bid. This is to assure uniformity in the distribution of information. Therefore, **representations made by other agencies will not be considered when evaluating bid responses.**

**FREIGHT INCREASE:** If there is a freight increase prior to delivery of the product, the additional increase must be at the dealer's expense.

**CONTRACTING AUTHORITY:** Each agency participating in this joint bid shall have the authority and responsibility to issue a contract and/or purchase order, in accordance with their individual award procedures, to the successful bidders, inspect and receive goods, make payments and resolve disputes involving shipments. NO JURISDICTION SHALL BE HELD LIABLE FOR THE ACTIONS OF ANOTHER JURISDICTION.

**AMENDMENTS TO CONTRACTS:** The contracts may be modified only by a written amendment signed by the successful bidder and each participating agency for their respective contracts.

**DELIVERY:** All deliveries are to be made within three to five working days after receipt of order. In order to assure that personnel and equipment are available to accept deliveries, the contractor must provide one working day's notice prior to delivery. The contractor shall provide an estimated time of arrival of the first truck/tanker and number of trucks/tankers scheduled for delivery to each agency/destination. If such notice is not given, the receiving agency has the option of refusing delivery. A delivery ticket, in triplicate, must accompany each delivery and show: the name of the firm trucking the material; delivery date; quantity and type of items shipped; and signatures for individual responsible for accepting the load for the agency. Two copies shall be retained by the receiving agency and one copy by the contractor. Agencies will be instructed to order by full pallet, unless their requirements for the year are less than quantity required for a full pallet. Pallets will be either even-exchanged or returned at a later date.

**GUARANTEE OF QUANTITIES:** Quantities listed for each agency are approximate. The contractor shall guarantee that one hundred and twenty (120%) percent of the total aggregate estimate of each item is available for purchase.

**STATE SALES TAX/FEDERAL EXCISE TAX/COUNTY TAX:** Bids should not include Federal Excise, Wisconsin Sales Taxes as each agency is exempt from payment of such taxes. State Statute No. 77.54 (9a). All participating agencies are exempt from their respective County sales tax and all bids must be submitted without inclusion of said tax.

**PRICING:** Pricing must remain firm for a one year period with the exception that the successful bidder shall extend any lower price offered by him to any other city or county or State of Wisconsin within the Southeast Wisconsin Department of Transportation District during the 2000/2001 season, subsequent to this bid. This agreement may be extended for two additional one year periods with all terms and conditions remaining the same. Continuation beyond

12/31 of any year is subject to appropriation of funds by the proper officials from each participating agency.

**REJECTED MATERIALS:** All rejected materials shall remain the property of the contractor and no compensation for transportation or demurrage charges or any other costs will accrue to the contractor. The contractor shall promptly take over custody of rejected material at the respective delivery site and make arrangements for disposition of same within three (3) working days. When contractor fails to perform within (3) working days, the participating agency may dispose of the material at the contractor's expense.

**ASSIGNMENT OF CONTRACT:** This contract may not be assigned by the successful bidder without the written consent of V.A.L.U.E. in Local Government. All subcontractors must also be approved by V.A.L.U.E. in Local Government.

**WAIVERS:** One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party. This shall apply to each participating agency contract with the successful bidder.

**MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets are to be submitted with the bid to verify compliance with specifications. It is also a direct condition of the term of any orders for this material that the vendor shall supply each purchaser with a **Material Safety Data Sheet**. In addition, the vendor shall supply any material related to the safe use of this material and hazards associated with its use, including but not limited to installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.

All data sheets that are sent with the deliveries must have the purchase order number clearly printed on the first page. They are to be sent to the appropriate agencies.

**LIQUIDATED DAMAGES:**

**General:** If the contractor fails to fully and completely perform the contract within the time designated for the performance thereof, the contractor shall pay the affected participating agency, as liquidated damages:

**Delivery:** Each participating agency may deduct from invoices, as liquidated damages the following:

- a. Five (5%) percent of the shipment price shall be deducted for each delivery which arrives at the agency's site outside the maximum delivery time specified and hours of operation agreed and confirmed by the participating agency, unless approved by the participating agency in writing.

- b. Unsigned tickets will not be approved for payment. There will be no compensation for the material delivered and the material will remain the property of the participating agency.
  
- d. Twenty-five (25%) percent of the shipment price shall be deducted for each delivery received which exceeds two (2%) percent moisture for bagged sodium chloride. Alternatively, at the participating agency's option, deliveries exceeding the moisture limit may be rejected.

**SHIPMENT WEIGHT CHECKS:** Any agency has the right to scale any deliveries to ensure the quantity on the delivery ticket and shall notify the supplier and V.A.L.U.E. Lead Agency of any discrepancies. The V.A.L.U.E. Lead Agency will review the discrepancies and inform the respective V.A.L.U.E. agencies participating under this bid. It is the responsibility of any participating agency to notify the supplier and correct the discrepancies.

**ORDER PLACEMENT:** Purchase Orders issued as a result of this bid will be for material to be delivered or picked up on an as-needed basis. The vendor's obligation to deliver or allow pick up on such purchase orders shall not take effect until the purchase orders are issued. Successful vendors are cautioned not to deliver or allow pick up of any materials unless they have received the actual purchase order. The vendor's staff will not issue any products to anyone other than authorized designated personnel. All receipts for products shall have the printed name, signature and name of the authorized/designated personnel receiving the items. Vendor's failure to obtain information shall result in non-payment for purchase.

**INVOICING:** Each agency shall be invoiced for their respective orders. Invoice amounts shall be supported by legible delivery tickets signed by the participating agency's representative. Invoices shall include delivery ticket numbers; the agency's purchase order number; and the name of the trucking firm delivering the material. Invoices may be adjusted by the respective agencies to reflect any liquidated damages and/or any short weights discovered.

**PAYMENT:** Payment will be made within thirty days after receipt of a properly documented invoice by the participating agency.

**SUCCESSFUL BIDDER RESPONSIBILITIES:** The successful bidder shall not deliver items until such time as a purchase order is received.

**TECHNICAL REQUIREMENTS:** Supply all information requested in the Invitation to Bid. All exceptions or equivalencies must be fully explained or documented.

I. **LIQUID CALCIUM CHLORIDE:**

- A. **General:** This specification covers calcium chloride in a liquid solution for use as an additive to rock salt for road maintenance purposes. The commercial designation is liquid calcium chloride.

- B. Applicable Standards/Specifications: The specifications for calcium chloride as set forth in American Society of Testing and Materials (ASTM) Specifications, Designation ASTM D98-87 shall form a part of this specification.
- C. Testing: An agency may test the liquid calcium chloride delivered within two working days after receipt for conformance to specifications. Liquid calcium chloride, which does not conform to the specifications or contains any foreign matter will be returned to the contractor at his expense. In this event, the cost of testing shall be born by the contractor.
- D. Physical Requirements:
1. Solution: Calcium chloride shall be completely dissolved in potable water to a concentration of 32 percent.
  2. Chemical: Calcium chloride shall conform to the chemical composition of CaCl.
  3. Storage and Transport: Contractor shall comply with all applicable laws and regulations regarding classification, packaging, shipping and labeling.
- E. Tinting:
- Tinting with dye may be required by an agency. This will be requested on the individual agencies purchase orders and must be provided at no additional charge.

II. BAGGED DEICING CHEMICALS:

A. Calcium Chloride:

1. General: This specification covers calcium chloride based chemical composition in a solid form and bagged for use as a deicer and snow melter for road and sidewalk maintenance purposes. The commercial designation is pellet ice/snow melter.
2. Physical Requirements: Contractor shall submit complete and concise specifications describing the chemical, physical, and active nature of the product bid. Recommendation of award shall be based upon material specifications and cost.
3. Chemical: Calcium chloride pellets must contain a minimum of 90% calcium chloride. Calcium chloride flakes must contain a minimum of 74-78% calcium chloride. Calcium chloride shall conform to chemical composition of CaCl<sub>2</sub>.

4. Applicable Standards/Specification: The calcium chloride specifications must meet standards as set forth by the American Society of Testing and Materials, latest version.
5. Storage and Transport: Contractor shall comply with all applicable laws and regulations regarding classification, packaging, shipping and labeling. When in transit, all chemicals shall be covered with a waterproof covering. Bags shall not be torn, excessively chaffed or leaking. Deliveries shall be made on 40 x 48 4-way pallets.

B. Sodium Chloride:

1. General: This specification covers sodium chloride for use as a deicer for sidewalk maintenance purposes. The commercial designation is bagged rock salt.
2. Applicable Standards and Specifications: The standard specifications as set forth in American Society of Testing and Materials Specifications, ASTM D-632-84, latest version, shall form a part of this specification.
3. Testing: An agency may test the sodium chloride delivered within two working days after receipt for conformance to bid specifications. Sodium chloride, which does not conform to the specifications or contains any other foreign matter will be returned to the contractor at his expense. In this event, the cost of testing shall be born by the contractor.
4. Storage and Transport: Contractor shall comply with all applicable laws and regulations regarding classification, packaging, shipping and labeling. When in transit, all chemicals shall be covered with a waterproof covering. Bags shall not be torn, excessively chaffed or leaking. Deliveries shall be made on 40 x 48 4-way pallets.
5. Physical Requirements:
  - a. Contractor shall submit complete and concise specifications describing the chemical, physical, and active nature of the product bid. Recommendation of award will be on material specifications and cost.
  - b. Graduation: Sodium chloride shall conform to the following requirements for particle size when tested by means of laboratory sieves.

| <u>Sieve Size</u> | <u>Weight-Percent Passing</u> |
|-------------------|-------------------------------|
| 1/2" (12.50mm)    | 100                           |
| 3/8" ( 9.50mm)    | 95 to 100                     |
| No. 4 ( 4.75mm)   | 20 to 90                      |
| No. 8 ( 2.36mm)   | 10 to 60                      |

No.30 ( 600um)

0 to 10

- c. Chemical: Sodium chloride shall conform to the chemical composition of NaCl 95.0 percent minimum.
- d. Caking: Sodium chloride shall be free flowing in each bag and shall not be caked, packed or stuck together. A non-caking additive may be applied.

D. Other Type De-Icing Chemicals: See Line Items.

D. Storage and Transport: Contractor shall comply with all applicable laws and regulations regarding classification, packaging, shipping and labeling. When in transit, all chemicals shall be covered with a waterproof covering. Bags shall not be torn, excessively chaffed or leaking. Deliveries shall be made on 40 x 48 4-way pallets.

III. WATER SOFTENER SALT:

A. General: This specification covers water softener salt bagged for use in water softeners.

B. Physical Requirements for Pellets: Evaporated Pellet compressed from vacuum granulated salt incorporating resin cleaning additives and with a guaranteed minimum of 99.5% sodium chloride and virtually 100% water soluble. Resin cleaning additives should provide a continuous feed of formula with each resin regeneration, helping to flush accumulated dirt, bacterial and organic residues, and various iron, calcium and silica mineral deposits from the complete softener system. Typical pellet size dimension being 1" long, 5/8" wide and 3/8" thick, with a typical compacted bulk density of 1.12 g/ml. An acceptable brand would be "System Saver Pellets".

C. Physical Requirements for Solar Salt:

Solar Salt/Utah is produced from saturated brine taken from the Great Salt Lake. The brine is impounded in open, shallow ponds where salt crystallizes through slow evaporation by solar heat and wind. Harvested salt is washed, dried and screened. Fractional crystallization and washing void much of the inorganic salt impurities present in the lake water. The salt particles are a mixture of pyramidal crystal aggregates and rectangular fragments. Appearance is crystalline to white with traces of colored insolubles consisting of various biological residues.

Chemical Analysis: The principal impurity is the completely-soluble gypsum form of calcium sulfate. Other salt impurities consist of traces of calcium chloride, magnesium chloride and sulfate. There are no additives. Chemical Analysis, moisture-free basis is:

Typical

Range

|                      |       |        |
|----------------------|-------|--------|
| *Sodium Chloride (%) | 99.84 | >99.8  |
| Calcium Sulfate (%)  | 0.08  | < 0.12 |
| Other Salts (%)      | 0.06  | < 0.15 |
| Water Insolubles (%) | 0.018 | < 0.03 |
| Moisture (%)         | -     | < 0.1  |

\*By differences of impurities, moisture-free basis (ASTM procedures), includes <0.08% potassium chloride.

Particle size: Assigned a screen tolerance for excessive fines, 6% max, passible a U.S.S. 12 mesh sieve, to avoid a tendency to bridge in softener brine tanks.

- D. Storage and Transport: Contractor shall comply with all applicable laws and regulations regarding classification, packaging, shipping, and labeling. When in transit all chemicals shall be covered with a waterproof covering. Bags shall not be torn, excessively chaffed or leaking. Deliveries shall be made on 40 x 48 4 way pallet.

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