



Public Works & Development Services

14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440
fax: 262-886-8480

April 30, 2020

Dear Prospective Bidder:

You are invited to submit a bid for **PW 2020-2010** to provide Racine County Public Works and surrounding local municipalities with an annual supply of approximately 30,400 tons of **Road Salt**. Sealed bids are due on or before **2:00 p.m. CST, on Tuesday, May 19, 2020** at the address listed in Section A-7. Late bids will not be accepted.

Responses must be in a sealed envelope or box and labeled per section A-7 of the Request for Bid. Your response must be manually signed and dated and include all requested information.

General questions should be directed to Crystal Moore, Finance Manager at (262) 636-3522 or via e-mail at Crystal.Moore@racinecounty.com during regular business hours.

Technical questions should be directed to David Prott, Highways & Parks Superintendent of Public Works and Development Services Department, at (262) 886-8441 or via e-mail at David.Prott@racinecounty.com during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance.

Sincerely,

David Prott
Highway & Parks Superintendent

Enclosure: Bid Package

REQUEST FOR BID

Bid # PW 2020-2010

ROAD SALT

A. INSTRUCTIONS TO BIDDERS

1. BIDDER'S QUESTIONS

Bidders are reminded to carefully examine the bid and specifications upon receipt. Bidders should make a written request and email to Crystal Moore, Finance Manager at Crystal.Moore@racinecounty.com , for interpretation or correction of any printed material. Any requests for change shall be submitted in writing at least five (7) working days prior to bid opening. Request for changes received after that time will not be considered.

2. ADDENDA

Any changes made as a result of a written request will be issued via bid addenda and if necessary, an extension will be made to the bid opening date. Addenda will be posted to the Racine County Website (racinecounty.com) under Bids/Proposals. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be signed and returned with your bid. Bidders who do not return the addenda may have their bids rejected. If you are unable to access the internet, contact Racine County Finance Department, Crystal Moore, Finance Manager at 262-636-3522 for a hard copy.

If the bidder receives a proposal packet from any source or entity other than Racine County Finance, the bidder is responsible for contacting Racine County Finance and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

3. METHOD OF BID

Bidders shall submit bids on the Bid Form provided. A legally authorized representative of the bidder shall sign the Certification of Vendor. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Form will be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Any information held to be proprietary by a bidder must be plainly marked as such and may not include pricing.

4. INCURRING COSTS

Racine County is not liable for any costs incurred in replying to this RFB.

5. TWO COPIES ARE REQUIRED

Unless otherwise specified, one (1) original and one (1) copy of your bid response is required, which should at minimum include the bid form and vendor certification. At least one response must have an original signature in blue ink under Certification of Vendor.

6. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County.

7. ADDRESSING OF BIDS

Bid responses shall be submitted in a sealed envelope. Sealed envelope shall be marked with bidder's return address and shall be addressed as follows:

TO: Racine County Courthouse
Attn: Crystal Moore, Finance 4th Floor
730 Wisconsin Avenue
Racine, WI 53403

In lower-left hand corner write: **ROAD SALT**
Bid# PW 2020-2010
DUE: Tuesday, May 19, 2020

8. DUE DATE

Sealed bids will be accepted by Racine County Finance until **2:00 P.M. CST, Tuesday, May 19, 2020**. The bids will then be opened, read aloud, and recorded on the bid opening form. **[Due to the COVID-19 pandemic, this will be a CLOSED bid opening.](#)**

9. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto, or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

10. LATE BIDS

Late bids will not be accepted and will be returned unopened.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened.

12. BIDS BINDING – 60 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

B. TERMS AND CONDITIONS

1. VENDOR ELIGIBILITY

Bids will only be accepted from bona-fide manufacturers or authorized manufacturer's agents. Satisfactory evidence of bidder's qualifications and available tonnage of material will be required prior to acceptance of bid.

2. REQUIRED DATA

The information listed below shall be detailed on the Bid Form. Additional information may be attached.

- a. Vendor's name and address
- b. Payment Terms
- c. Name, address and phone number to place orders
- d. Person(s) responsible for invoicing, specification (quality), and delivery problems (quantity, timing, etc.)
- e. Material available per shipping point
- f. Price of material F.O.B. shipping point (loaded on customer trucks)
- g. Daily trucking capacity available from each shipping point
- h. Sample billing and shipping forms
- i. Chemical analysis and gradation (optional)

Note: Items 'a' through 'h' must be provided. Incomplete information can cause bid to be rejected.

3. TERM OF CONTRACT

This contract is for a One (1) year term that ends April 30, 2021 the initial year.

This contract has an option of two (2) additional One (1) year terms.

This contract may be extended for a **second year** until April 30, 2022 and a **third year** ending the optional years April 30, 2023.

This initial contract shall commence on **May 1, 2020 through April 30, 2021.**

4. PRICE PER TON

The County shall work with the vendor in subsequent years should there be a salt price increase or decrease. The County and vendor shall negotiate 60 days prior to the end of said contract should there be a price adjustment. There shall be a mutually agreed upon price of the salt, allowing again for an increase or possible decrease of the salt. If a mutual agreement cannot be reached between the County and the vendor, the County shall terminate contract and formally bid.

5. QUANTITIES

The estimated quantities required are detailed in the SPECIFICATIONS. It is estimated that the County and the other listed municipalities shall purchase approximately **30,400 tons** during the period commencing on **May 1, 2020.**

6. NO MINIMUMS

The County and the other listed municipalities make **NO** guarantees of any specific minimum purchase. However, the County will work with the vendor on approximate quantities values in subsequent years of said contract.

The County shall work with the vendor adjusting the approximate tonnage needed for the future winter seasons based upon quantities unused in the previous winter season bid that the vendor did not ship and is holding in stock.

7. The vendor shall supply each municipality **up to 150%** of the quantity required at the price quoted in this bid. The additional tonnage required to satisfy the contracted approximate tonnage is **15,200 ton**.

8. METHOD OF ORDERING

Deliveries will be authorized by telephone orders or online orders placed by the appropriate municipal contact person.

9. METHOD OF MEASUREMENT

It shall be the obligation of the vendor to obtain and provide copies of weigh bills and delivery tickets to the municipal inspector as deliveries progress. Payment for quantities shall be determined from the approved weigh bills and delivery tickets.

10. DELIVERY INFORMATION

Deliveries shall commence within delivery time stated on the Data Sheet or within five (5) business days from a telephone order, whichever is less. Delivery time will commence on the date of the telephone order. The delivery time may be extended by the contact person at each municipality, upon request of the vendor, in the event of inclement weather.

Delivery shall be made using end dump trucks and/or trailers of a size that will enter a building with a door ten (10) feet wide and twelve (12) feet high. The sodium chloride shall always be effectively protected from moisture and shall be covered while in transit from the vendor's shipping point to the delivery points. When requested, delivery shall be made with equipment capable of unloading the material a minimum of fifteen (15) feet from the hauling unit and a minimum of ten (10) feet above ground.

All deliveries shall be made at the destinations between the hours of 8:00 a.m. and 3:00 p.m., excluding Saturdays, Sundays, and holidays, unless specific prior arrangements have been made with the municipality representative.

11. DELIVERY TICKETS

A delivery ticket, in triplicate, must accompany each delivery and must show the name of the trucking firm, the gross, tare, and net weight of the delivery, the delivery date, and the signature(s) of those responsible for weighing and accepting the load at the time of delivery. Weight information shall be imprinted on the delivery ticket by means of an indelible recording device or typed registering beam. When unloading, equipment is used, the delivery ticket shall indicate its use and be verified by the person accepting delivery.

When delivery is made, the original ticket shall be signed and retained by the representative of the Municipality accepting shipment. A copy of the signed ticket shall be retained by the vendor for inspection by the municipality during the contract period or until final payment.

12. PRICING / PAYMENTS

The Bid Form must indicate the price per ton FOB any delivery point in the County. The price must be firm for the contract period and for the amounts ranging from the quantities listed in the Specifications up to **150%** of the quantities shown.

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt of final acceptance of goods, whichever is later.

Vendors who wish to quote a discount for early payment may do so by noting the discount in the Payment Terms on the Bid Form; for example – 2/15 net 30. Discounts will be considered when evaluating costs.

13. INVOICING

Invoice amounts must be supported by delivery tickets signed by municipal representatives or authorized agents. Invoices must include delivery ticket numbers, the tonnage for each delivery, the purchase order number, the project ID number and the name of the trucking firm delivering the invoiced material.

Invoices will be adjusted by the municipality to reflect any liquidated damages, any short weights discovered, or any gross weights in excess of the statutory limits.

Thirty (30) day payment of invoices is standard. However, this schedule will be voided by any need to seek corrected invoices for moisture content, inadequate or inaccurate information on the invoice, or any other situation that results in the need to request re-invoicing.

14. LIQUIDATED DAMAGES

Delivery

- a. Five (5) percent of the shipment price shall be deducted from the invoice amount for each delivery that arrives at the delivery site uncovered.
- b. Five (5) percent of the shipment price shall be deducted from the invoice amount for each delivery that arrives at the delivery site outside the delivery hours specified.
- c. Failure to deliver within the time specified may result in procurement from alternate sources. Added cost due to procurement from alternate sources shall be the liability of the vendor.
- d. No payment shall be made for any quantities delivered that, together with the tare weight, exceed statutory weight limitations for the delivery vehicle(s).

Material Specifications

- a. Ten (10) percent of the shipment price shall be deducted from the invoice amount for each delivery received which exceeds two (2) percent moisture content. Alternatively, at the purchaser's option, deliveries exceeding two (2) percent moisture may be rejected.

- b. Materials not meeting other physical and chemical specifications shall not be shipped and may be rejected.
- c. All rejected materials shall remain the property of the vendor and no compensation for transportation, demurrage charges or any other costs will accrue to the vendor. The vendor shall promptly take custody of rejected material at the destination and plan for disposition and removal of the material within ten (10) days. If vendor fails to remove the material within ten (10) days, the purchaser may dispose of the material at the vendor's expense.

15. BASIS OF PAYMENT

Requests for payment shall be submitted to the individual municipalities receiving delivery of the road salt. The vendor shall decide with the individual municipalities as to where payment requests shall be submitted. Individual municipalities shall be responsible for payment of deliveries made to their respective locations. Racine County shall not be responsible for payment of deliveries to any municipality other than Racine County's Ives Grove Shop or Rochester Shop.

16. AFFIRMATIVE ACTION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor on the Bid Page, you indicate your acceptance and compliance.

C. ROCK SALT SPECIFICATIONS

The requirements identified in this section represent the product(s) currently being used and is the basis for the resulting contract.

The following specifications are minimum acceptable requirements. The material specified is rock salt to be used for winter road maintenance purposes. Bid specifications may not be revised without an official written addendum issued by Purchasing.

1. DESCRIPTION OF WORK

The work under this bid is for the estimated annual supply of salt for ice control in the amount of approximately **30,400 tons**. Bid shall be based on salt delivered to the designated municipality sites. The bid must contain a statement of agreement to furnish Racine County's requirements for the period covering the term of this agreement including any extensions through **April 30, 2023**. The bid shall also show the guaranteed chemical analysis, the gradation of the salt offered and the approximate delivery time requirements.

2. DELIVERY CONTACT, SITES and QUANTITIES

The following is a list of the locations and approximate quantities to which the vendor shall deliver salt. The quantities are estimates based on previous year's usage. **Racine County does not guarantee these quantities will be purchased during the contract period.**

- a. Dave Prott, Superintendent
Racine County Department of Public Works and Development Services
Ives Grove Shop.....**5,000 tons**
14200 Washington Ave., Sturtevant, WI 53177
(262) 886-8440
- b. Dave Prott, Superintendent
Racine County Department of Public Works and Development Services
Rochester Shop.....**4,000 tons**
31929 Academy Rd., Rochester WI 53167
(262) 886-8440
- c. Randy Eshmann, Superintendent
City of Racine Department of Public Works
D.P.W. Street Maintenance Field Office.....**7,000 tons**
800 South Marquette St., Racine WI 53403
(262) 636-9126 or (262) 635-3333
- d. Jake Issacson, Superintendent
Town of Burlington
Highway Department Garage.....**1,300 tons**
32288 Bushnell Rd., Burlington, WI 53105
(262) 763-3070
- e. Bill Jacoby, Highway Superintendent
Village of Caledonia
Village Hall and Highway Shop..... **4,000 tons**
6922 Nicholson Rd., Caledonia WI 53108
(262) 835-6425 or (262) 835-6408
- f. Mark Benish, Highway Foreman
Village of Mount Pleasant
Highway Department Garage.....**3,300 tons**
8700 Campus Drive, Racine, WI 53406
(262) 770-1525 or (262) 664-7843
- g. Scott Laux, Foreman
Town of Norway
Town of Norway Garage.....**1,500 tons**
Shipping: 4021 E. Wind Lake Rd. Wind Lake WI 53185
Invoice: 6419 Hegg Park Rd., Wind Lake WI 53185
(262) 492-1106 or (262) 534-3025
- h. Peter Riggs, Director of Public Works
City of Burlington
City of Burlington Garage **1,500 tons**
2200 South Pine Street, Burlington, WI 53105
(262) 342-1181 or (262) 342-1182 or 262-758-0958

- i. John Ertl, DPW Foreman
Town of Raymond
Town of Raymond Garage.....1,200 tons
Shipping: 2563 S. 76th Street, Franksville, WI 53126
Invoice: 2255-76th Street, Franksville, WI 53126
(262) 835-2426 or (262) 770-8959

- j. Lillian Engel, Purchasing Supervisor
Southern Wisconsin Center.....300 tons
Department of Health Services
21425 Spring Street, Union Grove, WI 53182
(262) 878-6673 or Caren Moore (262) 878-6676 or
Peter Scheckel (262) 878-6620

- k. Richard Piette, Public Works Director
Village of Union Grove.....400 tons
Shipping: 19326 County Line Rd. Union Grove, WI 53182
Billing: 925 15th Ave. Union Grove, WI 53182
(262) 878-1511 or Cell (262) 770-1587

- l. Zack Hegamann, Superintendent
Town of Dover.....600 tons
4110 S. Beaumont Ave. Kansasville WI. 53139
262-206-1319 or 262-206-6422

- m. Ken Hintz, Public Works Director
415 N Milwaukee St, Waterford Wi 53185
262-492-2119 or 262-534-5705
Town of Waterford.....300 ton

Note: The vendor shall notify the Municipality contact to plan for shipment quantity, time of delivery and direct billing information.

3. COMMODITY: SODIUM CHLORIDE

- a. Classification: This specification covers sodium chloride intended for use as a deicer for road maintenance purposes, commercially designated as sodium chloride, rock salt, Type I, Grade 1.

- b. The standard specifications for sodium chloride as set forth in American Society Testing and Materials (ASTM) Specifications, Designation D-632, 5.1.1, is hereby incorporated herein by reference as if set forth in full.

c. Chemical and mixture Specification:

- The delivered product may be a mixture and shall be comprised of no less than ninety-five percent rock salt by weight.
 - The rock salt shall be comprised of no less than ninety-five percent (95%) sodium chloride (NaCl).
- d. Physical Requirements: The delivered product shall conform to the American Society of Testing Materials Specifications, Designation D-632, 5.1.1 (Type 1, Grade 1) when tested by means of laboratory sieves as follows:

<u>SIEVE</u>	<u>WEIGHT PERCENT PASSING</u>
3/4" (19.05MM)	100
1/2" (12.5mm)	98 to 100
3/8" (9.5mm)	95 to 100
No. 4 (4.75mm)	20 to 90
No. 8 (2.36mm)	10 to 60
No. 30 (600um)	0 to 15

e. Condition:

- The delivered product at the time of delivery at a requested destination shall be free flowing in usable condition with enough non-caking additive incorporated into mixture to keep it free flowing.
- The delivered product at the time of delivery at a requested destination shall contain no more than two percent (2%) moisture. (ASTM D-632)
- Product shall be free from any foreign material at the point of delivery. Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection. Any residue materials used in the production of the product or any oversized materials found in the delivery order may be cause for rejection.

D. AWARD INFORMATION

1. CONDITIONS OF AWARD

All bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

2. QUALIFYING BIDDERS

Prior to awarding of the bid, the County may require submission of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work.

3. AWARD

It is the intent of the County to award the contract to the lowest responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the contract documents and does not exceed the funds available. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. Work schedule, competency of bidder, ability to render satisfactory service and past performance will be considered in determining award. Vendor reputation for providing a quality product and timely delivery shall also be considered.

4. TIE BIDS

If two (2) or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final.

5. NOTICE OF ACCEPTANCE

Written notice of award to bidder in the form of a letter and/or purchase order will be mailed to the address shown on the bid and will be considered enough notice of acceptance of bid.

CERTIFICATION OF VENDOR

Bid # PW 2020-2010

ROAD SALT

I fully understand the requirements of this bid and certify on behalf of my company that we can meet the requirements stated throughout this Invitation for Bid.

COMPANY: _____

TYPE/PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____ DATE: _____

BID FORM
Bid # PW 2020-2010

ROAD SALT

BASE BID

Bid for furnishing **30,400 tons** of annual supply **Road Salt** for Racine County Municipalities covering the initial term of this agreement, including any extensions through **April 30, 2023**

What is the size of the truckload to be delivered at one time? _____
Dump truck delivery FOB Racine County, Wisconsin: _____ Price per ton
Location of the stockpile: _____
Delivery:
Minimum Order Delivered: _____
Number of Days to Receipt of Order: _____
Chemical analysis and gradation enclosed: _____
YES NO

ADDITIONAL REQUIRED DATA:

Payment Terms: Vendors who wish to quote a discount for early payment may do so by noting the discount.

DISCOUNT _____% _____ DAYS; NET _____ DAYS

Contact Information

Orders:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____

Invoices:

Name: _____ Ph: _____

Specification / delivery problems:

Name: _____ Ph: _____

Material available per shipping point:

Location: _____ Tons: _____

Daily trucking capacity available from each shipping point:

Tons per day: _____