ORIGINAL

RELED SEPT 21, 2022

REQUEST FOR PROPOSALS (RFP)

FOR

SALT FOR SNOW AND ICE CONTROL **RFP NUMBER #2022-04**



ISSUE DATE:

September 12, 2022

ISSUED BY:

TOWN OF WILTON 238 DANBURY ROAD

WILTON, CT 06897

INQUIRIES:

FRANK SMERIGLIO

DIRECTOR OF PUBLIC WORKS/

TOWN ENGINEER TOWN OF WILTON PHONE: 203-563-0153

EMAIL: frank.smeriglio@wiltonct.org

SUBMISSION

DEADLINE:

Friday, September 23, 11:00 AM



INVITATION TO BID

September 12, 2022

Sealed bids for the RFP to supply Salt for Snow and Ice Control, RFP NO. #2022-04 will be received by the Town of Wilton until 11:00 A.M., Friday, September 23, 2022. No bids will be received after that hour. The specifications and selection process are summarized in this invitation to bid.

Bids shall be rendered on the Bid Form provided and shall state clearly any exceptions to the Specifications. If required, clarification of the Specifications may be obtained via email by contacting Frank Smeriglio, Director of Public Works/Town Engineer, at frank.smeriglio@wiltonct.org. To receive consideration, such questions must be received by Monday, September 19, 2022 at 11:00 A. M. Only emailed questions will be accepted. The Town will post all questions and answers on the Town's website: www.wiltonct.org/bids.

All bids are to be addressed to the Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly labeled:

RFP 2022-04 Salt for Snow and Ice Control

Sincerely,

Frank Smeriglio, P.E. Director, Public Works and Town Engineer

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TOWN OF WILTON NOTICE TO BIDDERS RFP NUMBER #2022-04

Sealed bids for Salt for Snow and Ice Control will be received by the Town of Wilton until 11:00 A.M., Friday, September 23, 2022. No bids will be received after that hour.

The bid opening will take place at 11:15 am, Friday, September 23, 2022 and the results will be posted on the Town's website (once awarded). All individual Bidders will be notified of all of the results via email.

Copies of the RFP documents and information may be obtained by downloading said documents directly from the Town of Wilton's website www.wiltonct.org/bids.

All bids are to be addressed to Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope and clearly labeled:

RFP 2022-04 SALT FOR SNOW AND ICE CONTROL

All Bidders delivering bids by mail or in person shall submit (1) one original and (2) two printed copies.

A Bidder may not withdraw a bid within forty five (45) days of the bid opening.

The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest price bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town also reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to purchase the material. In its sole discretion and without prejudice, the Town will select the Bidder that it feels is best suited to deliver and service the highest quality material for the best value/price. The RFP does not constitute a contract or offer of employment.

TOWN OF WILTON RFP NUMBER #2022-04 SALT FOR SNOW AND ICE CONTROL

The Town of Wilton is soliciting bids from qualified vendors ("Bidders") to supply SALT FOR SNOW AND ICE CONTROL.

1. INTENT OF RFP

- 1.1. The intent of this RFP is to cover the delivery of Salt for Snow and Ice Control. Detailed specifications at Section 11 of this RFP (the "Specifications") cover the requirements as to the type of material sought by the Town.
- 1.2. Bids will be considered only from vendors that have an established reputation for ethical and responsible business practices in the field of construction material.
- 1.3. Each Bidder shall furnish satisfactory evidence of its ability to supply the specified material.

2. Instructions to Bidders

- 2.1. Bidders must clearly describe all aspects, if any, of their material that deviate from, or do not conform to, the Specifications. If a Bidder believes that a proposed substitution is equal or superior to the material described in the Specifications, the Bidder shall explain why. Bidders are encouraged to submit alternatives describing similar material which, in the judgment of the Bidder, may satisfy the needs of the Town. Alternatives must be described in detail with price.
- 2.2. The Specifications should be considered the minimum specifications acceptable and all Bidders must meet the requirements or equal.
- 2.3. Bidders must use the Bid Form included in this RFP.
- 2.4. The Town reserves the right to reject any or all bids, to waive any defects and informality in the bidding or in any bid or to accept the bid or bids which in its judgment will be in the best interest of the Town. The Town reserves the right to reject any or all bids deemed to be unresponsive.
- 2.5. Bidders may enhance the Specifications with options or features that improve reliability, durability and performance of the material. All enhancements shall be detailed in the bid.
- 2.6. A Bidder may withdraw its bid prior to the scheduled time for the receipt of bids or authorized postponement thereof, provided the Bidder's request for the withdrawal is delivered to the Town before the bids are opened. No Bidder may withdraw its bid within forty five days (45) after date of opening thereof.
- 2.7. At the time of the opening of the bids, each Bidder will be presumed to have bid to the Specifications and to have read and be thoroughly familiar with the Instructions to Bidders and Specifications and no allowance will be made for failure to have done so.

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- 2.8. The Town may make such investigations as it deems necessary to determine the ability of the Bidder to deliver the material. The Town reserves the right to reject any bid if the evidence submitted by or investigation of the Bidder fails to satisfy the Town that the Bidder is properly able to deliver the material.
- 2.9. Purchases made by the Town are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes. Such taxes must not be included in the bid price.
- 2.10. A letter of acceptance signed by an official of the Town will be mailed to the successful Bidder at the address shown on the bid. The successful Bidder will be required to sign a purchase order or contract describing the terms and conditions of the purchase. Upon receipt of the acceptance letter, the successful Bidder must contact the designated Town official to arrange a meeting to sign the purchase order or contract. The purchase order or contract must be signed by an authorized officer of the successful Bidder.

3. CODE OF ETHICS

3.1. By submitting a bid or entering into a transaction with the Town of Wilton, including the Board of Education (collectively, the "Town"), the Bidder certifies that no payment, gift or thing of value of any kind was given or promised to or received by any person holding office or employment with the Town for the purpose of gaining acceptance of the bid or bringing about the transaction. A false certification shall void the bid and shall be deemed a material breach of any contract covering the transaction.

4. PRE-BID CONFERENCE

4.1. There will not be a pre-bid conference.

5. **DELIVERY**

5.1. The successful Bidder (also referred to as the "Vendor") will deliver the salt to 238 Danbury Road, Wilton Connecticut (Salt Shed).

6. NON-COLLUSIVE BIDDING CERTIFICATION

- 6.1. By submitting a bid, the Bidder and each person signing on behalf of the Bidder certifies under penalty of perjury that, to the best of his/her knowledge and belief:
 - (a) The prices in the bid were arrived at independently without collusion, consultation, communication, or agreement, for purpose of restricting competition, as to any matter relating to the sale price, with any other Bidder or competitor;
 - (b) Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to bid opening, directly or indirectly, to any other Bidder or competitor;
 - (c) No attempt has been made by the Bidder to induce any other person or business entity to submit or refrain from submitting a bid for the purpose of restricting competition; and
 - (d) The Bidder has complied with all requirements of the law as to non-collusive bidding.

7. INFORMATION REQUIRED

7.1. The successful Bidder shall supply, at time of bid, specifications of the salt.

8. EXCEPTIONS

8.1. All exceptions to the Specifications shall be stated.

9. INSURANCE

- 9.1. The Bidder shall, at its own cost and expense, procure and maintain Comprehensive General Liability Insurance, Comprehensive Auto Liability Insurance, and Comprehensive Catastrophe Liability Insurance, as well as Workers' Compensation Insurance as required by the appropriate Workers' Compensation Law. Evidence of insurance shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Town of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate. The interests of the Town must be added to the aforementioned liability policies of insurance as an additional insured.
- 9.2. The minimum coverage and limits of liability required are as follows..
 - 9.2.1. Comprehensive General and Auto Liability Insurance Combined single limit of liability as respects bodily injury, personal injury and property damage liability shall be as follows.
 - 9.2.2. Comprehensive General Liability:
 - 9.2.3.\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 9.2.4. Comprehensive Automobile Liability:
 - 9.2.5.\$1,000,000 per occurrence
 - 9.2.6. Comprehensive Catastrophe Liability (Umbrella):
 - 9.2.7.\$5,000,000 per occurrence/aggregate
- 9.3. The above limits of liability shall apply to all premises-operations, independent contractors, products-completed operations, contractual liability, broad form property damage, automobiles (owned and non-owned, including hired automobiles) and other coverage which may be required to satisfy the Town. The Comprehensive General Liability coverage must be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- 9.4. <u>Workers' Compensation Insurance</u>. The policy shall be written in accordance with the statutory provisions of the state in which the supplier's manufacturing facility is located, and shall include a broad form "All States" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.
- 9.5. <u>Certificates</u>: Vendor shall deliver certificate(s) of insurance (or evidence of insurance) forms to the Town's designated representative prior to signing the contract or purchase order.

10. WARRANTIES

10.1. Removed from specifications

11. DETAILED SPECFICATIONS FOR SALT

Below are specifications for the Salt.

Description

1 <u>Chemical Composition:</u> The Sodium Chloride shall conform to "Bulk Safe T Salt" by Morton's Salt or equal in accordance with the following chemical composition:

Sodium Chloride (NaCl) – minimum percent, 97.0 Rock salt having less than 97.0 percent Sodium Chloride may be accepted at the discretion of the Town. Sodium Chloride shall be free from contamination, defects and waste products and be suitable for purpose intended. Sea salt is not acceptable. The bulk Salt complies with ASTM D632 and AASHTO M 143

Chemical Properties

Sodium Chloride (%)	greater or equal to 87%
Water insoluble (%)	less than or equal to 4.0%
Moisture, Surface(%)	less than or equal to 0.4%
A = 1 = 1 = (= 2/DC) (= = /1 =)	70.100

Anticaking (asYPS)(mg/kg) 70-100ppm

Physical Properties

Salt shall be free flowing product that is naturally white to grey or tan in color with some dark particles.

2 <u>Grading:</u> The Sodium Chloride shall be in the form of rock salt and shall conform to the following requirements:

Passing	Sieve (%)
1/2	100
3/8"	95-100
#4	20-90
#8	10-60
#30	0-10

- 3 Salt shall be treated with a mixture of sodium ferrocyanide, or yellow Prussiate of Soda (YPS), to impart immediate protection against caking and freezing.
- 4 Delivery: Deliveries shall be made between 7:00am to 3:30pm. Regular deliveries shall be made within 72 hours after order is placed or as approved by the Town. The Vendor shall ensure that deliveries of at least 300 tons per day can be facilitated or as approved by the Town. During periods of repeated storm activity or when supply is

considered critical by the Town, deliveries shall be made with 12 hours after order is placed. Deliveries shall be coordinate with Town's Representative to ensure that appropriate arrangements are made for the receipt of the material.

The Vendor shall designate an employee responsible for accepting emergency telephone order on a 24 hour / 7 day per week basis. The designated employee shall authorize and schedule deliveries as requested by the Town's Representative.

- Payment: Payment will be made at the awarded unit price bid per ton of mixture received and accepted. Certified weight slips from the supplier must accompany each truck load.
- Acceptance: Delivered material deemed unsuitable by the Town's Representative shall be removed by the Vendor without cost to the Town or if not promptly removed, the Town may have the material removed at the Vendor's expense. The Vendor's trucks shall be clean, dry, and free of foreign material. The opinion of the Town's Representative shall be binding upon the Vendor.

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TOWN OF WILTON RFP NUMBER #2022-04 SALT FOR SNOW AND ICE CONTROL

BID FORM

Proposal ofMorton Salt, In	ıc,	(the "Bidder").	organized and
existing under the laws of the "Town").	State of <u>Delaware</u>	, as to the Town	of Wilton (the
In compliance with your RFP, B CONTROL to the Town as described by the communication, or agreement a with any competitor.	ribed in the Specifications has been arrived at inde	s. By submission pendently, witho	of this bid, the out consultation
Bidder understands that the To any informality in the bidding.	wn reserves the right to re	eject any or all bi	ids and to waive
Bidder agrees that this bid shall (45) calendar days after the sub		ithdrawn for a pe	riod of forty five
The undersigned declares that sh	ie/he has carefully examine	d the Specification	ns.
Acknowledgement of Addenda	a		
Bidder hereby acknowledges re-	ceipt of all Addenda throug	gh and including:	
Addendum No	, dated , dated _, dated		
Specification Offered Percent NACI:	*Please see attached pr	oduct data sheet	
Water Insolubles : Percent Moisture:	rease see attached pr	odder data snoce	
reicent Moistule.			
Anti-caking Agent:			
BIDDER'S COMPANY NAME:	Morton Salt,	Inc.	
AUTHORIZED SIGNATURE:	Anthony T. Patron, Dire	Tc Padto	lk Deicing Sales
			3

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TOWN OF WILTON RFP NUMBER #2022-04 SALT FOR SNOW AND ICE CONTROL

BID FORM

FIXED PRICING

Bidders shall provide complete	e fixed pricing below.	Pricing shall	include all	costs and	shall
be held firm for all orders plac					

Fixed prices

During regular hours (minimum of full truck load will be ordered). The Town shall order between approximately between 2,450 – 3,500 tons on an as needed basis.

2022-2023 WINTER SEASON \$_____/ton

<u>Vendor shall attach any other information or modifications to the specifications for our consideration</u>

PRICING FOR OPTION YEARS

The bidder shall indicate below pricing for the following optional years of the award.

2023-2024 winter season \$\frac{88.09}{\text{ton}}\$/ton
2024-2025 winter season \$\frac{90.59}{\text{ton}}\$

BIDDER'S COMPANY NAME:

Morton Salt, Inc.

AUTHORIZED SIGNATURE:

Anthony T. Patton, Director US Gov't Bulk Deicing Sales

TOWN OF WILTON RFP NUMBER #2022-04 SALT FOR SNOW AND ICE CONTROL

BID FORM

Bidder's Qualifications

Bidder is expected to answer t	he following questions.	Failure to complete the	he Bid Form
may result in disqualification.			

1	Number o	f years in	business:	+100 years	

List contracts of other Towns your firm has fulfilled in Fairfield County within the past five years.
 *Please see attached reference list

Town Name	Contact Name	Winter Season (YYYY- YYYY)	Contact phone	Annual Volume	

3	How many company delivery t	rucks does the Bidder own/lease
	Own Lease	
4	Where is the Bidder's stockp (town/city) Connecticut	oile of road salt is located: New Haven (state).
5	What is Bidder's anticipated in 150,000 tons.	enventory level for the 2022-2023 winter season
BIDD E R'	S COMPANY NAME:	Morton Salt, Inc.
AUTHOF	RIZED SIGNATURE:	Anthony T. Paton Director US Gov't Bulk Deicing Sales

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PDS 2387 06/18 Rev 1

PRODUCT INFO SHEET

Morton® Bulk Safe-T-Salt® Deicing Salt

Description

Morton* Bulk Safe-T-Salt* is rock salt (mineral sodium chloride) that is direct-mined from natural underground deposits and then further processed for end use by crushing and screening. The bulk salt complies with ASTM D632 and AASHTO M 143 specifications for purity. The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt. Bulk Safe-T-Salt* is treated with a mixture of sodium ferrocyanide, or Yellow Prussiate of Soda (YPS), to impart immediate protection against caking and freezing.

Application

Morton® Bulk Safe-T-Salt® may be applied at reduced application rates compared with standard highway deicing salt depending on the weather conditions and the assessment of the operators that are applying the product.

Chemical Properties

	Range
¹Sodium Chloride (%)	≥97
Water insolubles (%)	≤4.0
Moisture, Surface (%)	≤0.4
Anticaking (as YPS)(mg/kg)	70-100 ppm

^{&#}x27;ASTM method, moisture-free basis.

Physical Properties

Appearance

Morton[®] Bulk Safe-T-Salt[®] is a free flowing product that is naturally white to grey or tan in color with some dark particles.

Sieve Analysis

The actual particle size may vary from Type 1 Grade 1 specifications with handling at production stockpiles and with further handling of bulk salt shipped through distribution centers and stockpiles.

U.S.S.	Opening	Cumulative % Passing ²
Mesh	Millimeters ¹	Range
1/2-in	12.5	100
3/8-in	9.5	95-100
4	4.75	20-90
8	2.36	10-60
30	0.6	0-10

¹⁰ millimeters (mm) per centimeter, 25.4 millimeters per inch.
*Targeted to meet ASTM and AASHTO screening standards.

Material Source

Salar Grande de Tarapacá, Chile (F140010000Z)

Storage

Morton® Bulk Safe-T-Salt® should be stored indoors or under a tarp.

Availability

Morton^{et} Bulk Safe-T-Salt^{et} is available at various locations across North America in truck, barge, or ship load quantities.

This data is based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.

Bulk Deicing SC: 292-8



20, September 2022

REFERENCE LIST

TOWN OF WESTPORT, CT
SCOTT SULLIVAN – <u>ssullivan@westportct.gov</u>; (203) 341-1120
SEASON 2021-2022
ANNUAL VOLUME - ~2,500 TONS

TOWN OF RIDGEFIELD, CT
CONNIE ISIDRO – highway@ridgefieldct.org; (203) 431-2748
SEASON 2021-2022
ANNUAL VOLUME - ~ 6,000 TONS

TOWN OF REDDING, CT

JEFF HANSON — <u>ihanson@townofreddingct.org</u>; (203) 938-2801

SEASON 2021-2022

ANNUAL VOLUME - ~2,000 TONS

CITY OF BRIDGEPORT, CT

CRAIG NADRIZ — craig.nadrizny@bridgeportct.gov; (203) 394-6974

SEASON 2021-2022

ANNUAL VOLUME - ~ 6,000 TONS