



*John P. Kelly, Director  
Virginia E. Haines, Deputy Director  
Barbara Jo Crea, Commissioner  
Gary Quinn, Commissioner  
Joseph H. Vicari, Commissioner*

*Michael J. Fiure, Director, Management & Budget  
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean  
Administration Building  
101 Hooper Avenue  
Toms River, NJ 08754*

***BID  
DEICING SALT***

***2022***

***ADVERTISEMENT DATE: May 18, 2022  
OPENING: June 7, 2022, 11:00 am***

***Bid Category: 13- Highway Road Equipment, Materials, and Related Equipment***

## ***NOTICE TO BIDDERS***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **DEICING SALT** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, June 7, 2022 at 11:00 am**, prevailing time.

Bids may be received electronically via the [County's OpenGov Electronic Bid Portal \(https://secure.procurenow.com/portal/oceancounty/\)](https://secure.procurenow.com/portal/oceancounty/)

Specifications and form of proposal are on the **Procurement Portal (Link Below)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

Electronic Submission Site: <https://secure.procurenow.com/portal/oceancounty/>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**JOHN P. KELLY**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***CONTACT INFORMATION AND PROJECT TIMELINE***

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Evan Johnson**

Senior Buyer

101 Hooper Avenue

Room 224

Toms River, NJ 08754

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: [\(732\) 929-2101](tel:(732)929-2101)

**Department:**

Roads

### **Timeline**

<b>Advertising Date</b>	May 18, 2022
<b>Bid Opening Date</b>	June 7, 2022, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenow.com/signup>.

Once you have completed account registration, browse back to this page, <https://secure.procurenow.com/portal/oceancounty>.

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

**It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.**

## ***INSTRUCTIONS TO BIDDERS***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, June 7, 2022.

### **Electronical Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. Failure to do so may be cause for rejection.

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Proposal Form**

Bidders must use the proposal form provided in the bid specifications.

**Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

**Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

**Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

**Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

**Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

**Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

**Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

**American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

**Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

**New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

**Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...



The IDENTIFIER for this system is:

**CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

### **Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

### **Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.

C. Contractor's Worker's Compensation, Comprehensive General Liability and

D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

## ***AWARD METHOD***

Contract will be awarded on a line item basis. To ensure a sufficient quantity of deicing salt during periods of heavy demand, the County reserves the right to award the contract to the two (2) lowest responsive and responsible bidders. Orders would be placed with the lowest awarded bidder first and, if the vendor is unable to deliver sufficient quantities as requested, the County may then order from the the next low awarded bidder until a sufficient quantity has been obtained to meet the County's needs.

## ***VENDOR QUESTIONNAIRE***

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

Yes

No

\*Response required

### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran

**FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

**NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.**

***Please note: The County's preferred method of submission is DocuSign.***

[Click here to go to the form](#)

\*Response required

### **Copy of Bidder's Certificate of Employee Information Report**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

(a) An existing federally approved or sanctioned affirmative action program.

(b) A New Jersey Certificate of Employee Information Report Approval.

**(c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

**QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

**If yes, please upload a photocopy of such approval.**

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

**If yes, please upload a photocopy of such certificate.**

**Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

**Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

\*Response required

**Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

\*Response required

**Please Choose Your Type of Salt\***

Rock

Solar

\*Response required

**Source of Salt\***

Please enter your source of salt.

\*Response required

**Lead Time for Delivery\***

Please enter your Delivery, A.R.O.

\*Response required

**Terminal Locations\***

Please enter your terminal locations.

\*Response required

**Terminal Phone Number\***

Please enter the terminal phone number.

\*Response required

**Emergency Delivery Phone Number\***

Please enter the emergency delivery phone number.

\*Response required

**ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

**Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Please confirm

\*Response required

**Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Please confirm

\*Response required

## ***MANDATORY EQUAL EMPLOYMENT OPPORTUNITY***

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



## ***AMERICANS WITH DISABILITIES ACT***

### Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## ***INTENT***

### **CONTRACT TERMS**

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

### **LEAD TIME FOR COMPLETION**

The bidder must indicate in his bid proposal the number of day required, after receipt of order (A.R.O.) for completion of the delivery as described herein.

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

### **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County

for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

### **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

### **CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

<http://webhost.co.ocean.nj.us/ocbidportal.nsf>

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

## ***SPECIFICATIONS AND SCOPE OF WORK***

### **SCOPE OF WORK**

Please see "Attachments", "Project Documents" for detailed specifications.

***PRICING PROPOSAL*****DEICING SALT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
1	Deicing Salt (Sodium Chloride)	10,000	TON				
2	Treated Deicing Salt, As Specified	40,000	TON				

**REQUIREMENTS – ITEM #1 – DEICING SALT (SODIUM CHLORIDE)**

The Deicing Salt (Sodium Chloride) shall be either Rock Salt #1-medium CC or Solar Salt obtained by evaporation of sea water. The delivered product shall comply with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction of 2007. Copies of these specifications are on file in the Ocean County Road Department.

1. **SODIUM CHLORIDE (ROCK SALT)**

Sodium Chloride shall be in the form of Rock Salt containing at time of delivery no more than 1.0 percent moisture when dried at 221°F (105°C) to constant weight.

2. **CHEMICAL COMPOSITION**

Sodium Chloride (**DEICING SALT**), when dried to constant weight as specified above, shall conform to the following requirements:

- Sodium Chloride (NaCl), minimum percent 97.0
- Solubility in boiling distilled water, minimum percent 99.0

3. **GRADING**

Sodium Chloride (**DEICING SALT**), when dried as specified above, shall conform to the following requirements as determined by laboratory sieves.

**TOTAL PERCENT PASSING**

4. <b><u>SIEVE</u></b>	<b><u>MIN.</u></b>	<b><u>MAX.</u></b>
½ 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 A.A.S.H.O. Designation T27.

All Sodium Chloride shall be treated with an anti-caking agent and meet A.S.T.M., A.A.S.H.O., New Jersey D.O.T. Specifications and grade CC.

Evaporated salt from mines shall not be furnished in lieu of Rock Salt.

**REQUIREMENTS - ITEM #2 – TREATED DEICING SALT, AS SPECIFIED****GRANULAR SODIUM CHLORIDE TREATED WITH LIQUID MAGNESIUM CHLORIDE/ LIQUID ORGANIC BASED, US PATENT #4,676,918****SCOPE:**

It is the intent of this specification to describe a mixture of Sodium Chloride Type "A" crushed rock salt treated with Liquid Magnesium Chloride/Patent #4,676,918 or County of Ocean approved equivalent. The liquid treatment is intended to enhance the performance of the regular rock salt over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flow ability. The treated salt is intended to be used to facilitate snow and ice prevention and removal on County of Ocean roads and bridges.

**DESCRIPTION:**

The finished product shall be composed of two primary constituents:

Crushed rock salt as described and specified in Section A below.

Liquid magnesium chloride/Toth Patented as described in Section B below.

The two components shall be mixed to produce a finished product as \*described in Section C. The final product shall meet all the requirements described in Section D, also below.

**SECTION A****Sodium Chloride Type "A" Crushed Rock Salt Specifications**

The crushed rock salt used in the preparation of the final product shall meet the following requirements:

**A.1 CONTAMINATION**

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

**A.2 CHEMICAL COMPOSITION**

Shall be not less than 95% Sodium Chloride. Percent of Sodium Chloride shall be determined in accordance with current ASTM-D-632.

**A.3 SIZE GRADING**

The salt, when tested using sieves as described in ASTM-C-136 (\*) shall conform to the following requirements for particle size distribution:

<b><u>SIEVE SIZE</u></b>	<b><u>PERCENT PASSING</u></b>
1/2" - (12.5 MM)	100
3/8" - (9.5 MM)	95 - 100
No. 4 - (4.75 MM)	20 - 90
No. 8 - (2.36 MM)	10 - 60
No. 30 - (600 Microns)	0 – 15

\* A drying temperature of 110°C ± 5°C should be used.

Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

**REQUIREMENTS - ITEM #2 – TREATED DEICING SALT, AS SPECIFIED (Cont'd)**

**SECTION A (Cont'd)**

**A.4 MOISTURE CONTENT**

Moisture content shall not exceed 1-1/2%\* when determined as follows: % Moisture = (WI - W2) / (Wi) X 100

Where: WI = Initial weight of sample

W2 = Weight of sample after drying to a constant weight at 110°C ± 5°C.

\* Procedure shall be in accordance with American Water Works Association B200-88, Section 4.3. A tolerance of 0.5% will be allowed before a non-complying product - moisture - price deduction is assessed.

**A.5 SAMPLING**

Sampling shall be done in accordance with current ASTM-D632. The County of Ocean, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point.

**A.6 ACCEPTANCE**

The salt may be rejected if it fails to conform to any of the requirements of this specification.

**SECTION B**

**MAGNESIUM CHLORIDE WITH OBPE**

Material used for this component of the finished product shall be a 1 to 1 blend of liquid magnesium chloride and liquid Patent #4,676,918 or equivalent sufficient to allow the finished material to meet the specific requirements and performance criterion listed below.

Note Well: Sections B1 and B2 apply only to products offered that do not have a Beneficial Use Determination (BUD) from New Jersey Department of Environmental Protection. *HOWEVER, ALL PRODUCTS MUST CONTAIN 250 PPM OR LESS PHOSPHORUS WITH OR WITHOUT BENEFICIAL USE DETERMINATION, NO DILUTIONS ALLOWED PRIOR TO PHOSPHORUS TESTING.*

**B.1** 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 the listed test methodology noted in Test Section. Results are stated as Parts per Million (ppm). If product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. The County reserves the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the County.

Phosphorus	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		

**B.2** pH - The pH of submitted liquid chemical products shall be 6-8. The pH limit of liquid chemical products may be waived by the County of Ocean. The right to waive the pH will be at the discretion of the County of Ocean. The County of Ocean decision to waive the pH requirement shall be in the best interest of the County and shall be final.



**REQUIREMENTS - ITEM #2 – TREATED DEICING SALT, AS SPECIFIED (Cont'd)****SECTION B (Cont'd)**

**B.3** Material shall contain 15% MgCl<sub>2</sub> by weight plus or minus 2%

**B.4** Material shall contain 21% plus or minus 2% Patent #4,676,918 or equivalent to produce a final material having a eutectic (freezing) point of -20°F or lower.

**B.5** A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.

**B.6** A 3% solution of the corrosion inhibited chemical 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 Snow-fighters).

**B.7** This chemical product shall not contain greater than 4.0% (V/V) Total Settleable Solids and shall have ninety nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at -17.8°C +/- 1°C (0°F +/- 2°F) for 168 hours.

**SECTION C****MIXING THE SODIUM CHLORIDE AND MAGNESIUM CHLORIDE/OBPE**

The materials described in Section A and Section B above shall be mixed as described in this section to produce the finished product. Mixing procedures shall comply with all requirements described in this section.

**C.1** The County of Ocean, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point before the salt is mixed with the Liquid Magnesium Chloride/ liquid Patent #4,676,918. Both salt and liquid samples may be taken.

**C.2** The contractor will thoroughly mix a minimum of 8 gallons of Liquid Magnesium Chloride/Toth per ton of salt.

**C.3** The Contractor will ensure a consistent thorough mix (e.g. spray system, pugmill, conveyor) so that 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 in the bid.

**C.4** Trucks must be weighed on certified scale with printout after loading the final product (salt and liquid mixture) and prior to delivery destination. The weight ticket shall include the net weight of the final product and the stockpile source. The certification must bear the weighmaster's signature. Handwritten weights are not acceptable.

**C.5** All shipments of finished product shall be accompanied by a ticket indicating the amount of Liquid Magnesium Chloride/Toth mixed in the finished product. This amount will be indicated on the ticket by Gallons. The amount of gallons shall be recorded by a printing device or handwritten.

**REQUIREMENTS - ITEM #2 – TREATED DEICING SALT, AS SPECIFIED (Cont'd)****SECTION C (Cont'd)**

**C.6** The finished product shall be shipped via bulk delivery. Trucks delivering the mixture shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material. Torn or ripped covers may be cause for rejection of the shipment.

**C.7** The County of Ocean reserves the right to, at any time, inspect the operation to take salt and liquid samples, to ensure that the proper amount of liquid is being applied and that the mix method is appropriate.

**SECTION D****FINAL PRODUCT: ROCK SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE/TOTH PATENTED**

The Treated Salt shall meet the following requirements:

**D.1 CONTAMINATION**

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

**D.2 FLOWABILITY**

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.

**D.3 LEACHING**

Properly stored product (covered or inside storage) 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.

**D.4 CHEMICAL COMPOSITION**

Shall be not less than 91.2% Sodium Chloride. Percent of Sodium Chloride shall be determined as follows: Apparent total % Sodium Chloride content shall be determined in accordance with current 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:

$\% \text{ Sodium Chloride} = \% \text{ Apparent Sodium Chloride} - (\% \text{ Magnesium Chloride} + \% \text{ Calcium Chloride})$

**REQUIREMENTS - ITEM #2 – TREATED DEICING SALT, AS SPECIFIED (Cont'd)****SECTION D (Cont'd)****D.5 SIZE GRADING**

The salt, when tested using sieves as described in ASTM-C-136 (\*) shall conform to the following requirements for particle size distribution:

<b><u>SIEVE SIZE</u></b>	<b><u>PERCENT PASSING</u></b>
1/2" - (12.5 MM)	100
3/8" - (9.5 MM)	95 – 100
No. 4- 14.75 MM)	20 – 90
No. 8 - (2.36 MM)	10 – 60
No. 30 - (600 Microns)	0-15

\* A drying temperature of 110°C ± 5°C should be used.

Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

**D.6 MOISTURE CONTENT**

Moisture content shall not exceed 4.8% when determined as follows: % Moisture = (WI - W2) / (W1) X 100

Where: WI = Initial weight of sample

W2 = Weight of sample after drying to a constant weight at 110°C± 5°C.

\*NOTE: Procedure shall be in accordance with American Water Works Association B200-88, Section 4.3. A tolerance of 0.5% will be allowed before a non-complying product - moisture - price deduction is assessed.

**D.7 SAMPLING**

Sampling shall be done in accordance with current ASTM-D632. The County of Ocean, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point.

**D.8 ACCEPTANCE**

The treated salt may be rejected if it fails to conform to any of the requirements of this specification.

Reduced Price/Ton = Delivered Contract Price x (1.00 - Y)

Where: Y = the decimal equivalent of the total % out of gradation. The % out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as Y.

**D.9 CORROSION RATING OF TREATED SALT**

A 3% solution of the treated salt product shall have a corrosion value of at least 50% 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))

**DELIVERIES**

Contractor certifies that all deliveries shall be made within forty-eight (48) hours after contact has been made. Non-compliance with this clause may lead to rescission of contract.

The Deicing Salt is to be delivered by truck in no less than twenty (20) ton quantities.

The Deicing Salt shall be delivered as specified by the Road Supervisor to points in Ocean County, which include, but are not limited to:

- Jackson Garage, 38 Don Connor Boulevard, Jackson, NJ 08527
- Lacey Garage, Dover & Mule Road, Forked River, NJ 08731
- Lakewood Garage, 1300 East Kennedy Boulevard, Lakewood, NJ 08701
- Plumsted Garage, 273 Lakewood Road, Plumsted, NJ 08533
- Manchester Garage, 2820 Ridgeway Blvd., Manchester, NJ 08759
- Manahawkin Garage, 379 Haywood Road, Manahawkin, NJ 08050
- Ship Bottom Garage, 6th & Barnegat Avenue, Ship Bottom, NJ 08008
- Toms River Garage, 152 Chestnut Street, Toms River, NJ 08753

Additional locations may be designated by the County Road Department Director, as needed.