

Tioga County Department of Public Works

477 Route 96
Owego, New York 13827
(607) 687-0302
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Gary Hammond, P.E.
Commissioner of Public Works

Richard Perkins, P.E.
Deputy Commissioner of Public Works

PROPOSAL

LIQUID MAGNESIUM CHLORIDE

The Tioga County Commissioner of Public Works will receive sealed proposals at the Tioga County Public Works Department, 477 Route 96, Owego, New York, until 10:30 A.M. Wednesday, April 6, 2016.

All bids shall be submitted in accordance with the attached instruction sheets.

All bids shall be made on the attached proposal sheets. Exceptions may be rejected. All bids shall be submitted in a sealed envelope marked:

“LIQUID MAGNESIUM CHLORIDE BID”

“DO NOT OPEN UNTIL 4-6-16 AT 10:30 AM”

All bidders shall submit signed copies of the required NON-COLLUSION CERTIFICATES with their bid proposals. Failure to do so may constitute grounds for rejection.

The County Commissioner of Public Works or his agents reserves the right to reject any or all proposals.

Tioga County reserves the right to reject or accept all or any part of any bid solely as it deems in the best interest of Tioga County.

The successful bid contract may be extended for a period of one (1) year if it is mutually agreeable to both the Commissioner and the low bid contractor.

Any Town, Village, or School District in Tioga County may participate in the bid.

The award of this contract shall be based on the lowest responsible bid. Bidders must bid on all components of each section and all items bid must be from a single manufacturer to be eligible for award. An award will be based on all products meeting Tioga County's specifications as outlined in the bid document. A no bid on any item within a group may disqualify the bidder from the group award. Considerations will be made to availability of material, delivery, and past history as well as the current standing of the supplier within the industry.

There shall be no assignment of this contract to any other party by the successful bidder without County authorization.

CONTRACT TERM:

The term of this contract will extend through April 4, 2017.

DETAILED SPECIFICATIONS:

The undersigned proposes and agrees to furnish and deliver on County/Town Highways, Liquid Magnesium Chloride through April 4, 2017. Delivery shall be made within two (2) weeks of receipt of order.

1.0 Scope: This specification governs the approval, supply, and application of chemicals used for dust control and stabilization on gravel roads.

2.0 Specification: The magnesium liquid shall have the following composition:

COMPONENT	UNIT	MINIMUM	MAXIMUM
MgCl ₂	%	30	32
SO ₄	%	0	0.7
Mg	%	0	8.25
KCl	%	0	1.00
NaCl	%	0	1.10
CaCl ₂	%	0	0.10
Br	%	0	0.50
As	mg/kg	0	0.15
Cd	mg/kg	0	0.10
Cr	mg/kg	0	0.30
Cu	mg/kg	0	0.50
Fe	mg/kg	0	25
Hg	Mg/kg	0	0.01
Ni	Mg/kg	0	1.00
Pb	Mg/kg	0	0.50
Zn	Mg/kg	0	0.30

The pH shall be 4-6 as per ASTM D-1293 test.

The specific gravity shall be 1.28 and not exceeding 1.33 as per ASTM D-1429 test.

The solution shall contain a minimum required percent by mass concentration of MgCl₂ as per ASTM E-449 test.

2.1 Water

Water used in the solution shall be free of contaminants that could adversely affect either field material performance or the environment.

3.0 Pre-Approval of Suppliers

3.1 Suppliers who have been approved and their names appear on the department product list, do not need to go through the procedures in sections 3.2, 3.3, and 3.4.

3.2 Sampling

If a product has not been approved by the DPW, a one (1) gallon sample of the applicable liquid chemical shall be supplied clearly labeled and sent to:

Tioga County Department of Public Works, 477 Route 96, Owego, NY, 13827

If the Supplier has not previously submitted a Material Safety Data Sheet to the Agency, then the Supplier at the time of submitting the tender shall submit a Material Safety Data Sheet and any required updates to the above address.

Suppliers shall, in the submission for approval, include the following information:

1. Technical data and chemical composition of the product to be supplied.
2. Names, addresses and telephone numbers of sales agents, dispatchers and technical support staff.
3. The bidder must supply a certificate of Analysis on the items listed in 2.0
4. If the bidder is not the manufacturer then they must provide contact, telephone, and company information with the bid.

3.3 Sample Testing

All samples submitted shall be tested by an accredited lab.

Suppliers will be notified of the test results in writing.

3.4 Approval and Acceptance

Materials that meet the requirements of Section 2.0 shall be approved by the Agency. Materials that do not meet the requirements of Section 2.0 will be rejected.

All suppliers will be notified of the results in writing within 15 working days of submission of samples.

3.5 Bidding

All products must be pre-approved prior to submission of tenders.

The supplier must clearly indicate which product he or she is bidding on. The supplier is not allowed to substitute for another product once the contract has been awarded, unless approved by the agency.

4.0 Material Supply

4.1 Shipping

Liquid magnesium chloride, pre-mixed according to the specifications, shall be delivered to the site in tank trucks.

4.2 Delivery

The material shall be delivered to the specified location within 48 hours of notification, excluding Saturdays, Sundays, and statutory holidays, unless approved by the agency.

4.3 Delivery Slip

A copy of the delivery slip detailing the chemical and quantity shall be provided to the agencies field representative at the time of delivery.

The delivery slip shall be of sufficient size that the field representative can easily record a) the field measured specific gravity and b) the quantity of magnesium chloride distributed on separate sections of road.

5.0 Field Application

The supplier shall apply the magnesium chloride on the specified highway(s) and shall work continuously until the work has been completed, unless inclement weather prevents the work.

Chemicals shall not be applied during periods of rain, nor if rain is expected within 12 hours of application, nor where the surface to be sprayed is in a saturated condition, nor where, in the opinion of the engineer, it is impractical to carry out the operation.

5.1 Rate of Application

Unless otherwise specified by the engineer, the chemicals shall be applied at the following rates in a single application unless otherwise permitted or specified by the engineer:

Chemical		Rate (gal/yd ²)
Dust control	30.0% Liquid Magnesium Chloride	.33 - .50
Base Stabilization	30.0% Liquid Magnesium Chloride	.60 – 1.20

5.2 Field Sampling

One sample measuring approximately one (1) gallon in volume shall be obtained from each load of magnesium chloride using new containers.

The sample shall be obtained from the middle third of the load. Each sample must be clearly identified on the labels as provided by Materials and Research. The ambient air temperature and the Specific Gravity obtained in the field must also be recorded on the label.

5.3 Quality Control

5.3.1 Rejection

Liquid magnesium chloride may be rejected if in the opinion of the engineer (or designate) the sample is severely contaminated.

5.3.2 Lab Testing

Lab testing shall be conducted on samples that did not meet the minimum specific gravity.

5.4 Distributor

The pressure distributor shall be propelled by a power unit capable of accurately maintaining any speed required for spraying and shall be provided with the following minimum equipment:

- (1) A pump capable of developing a constant uniform pressure in the spray bar.
- (2) A rear or center mounted spray bar having a positive and instant shut off, which can be set parallel to the surface. The spray bar shall be at least 7' wide and shall be equipped with a pressure gauge accurate to 15 kPa.
- (3) Spray bar nozzles, which shall ensure uniform fan shaped spray without atomization, shall all be of the same manufacturers and size. Nozzles shall be set in the spray bar at angles which will allow each spray pattern to overlap the other in such a manner that should there be a malfunction of one nozzle, the nozzle on either side would substantially spray the area which would otherwise be missed. However nozzles shall be cleaned immediately.
- (4) A strainer installed in the feed system to prevent clogging of the spray bar nozzles.
- (5) A transparent standpipe shall be located at the front or the rear of the tank and be accurately graduated in 500 gallon increments so as to be able to verify quantities delivered and distributed. Provision shall be made to allow the Engineer to verify the accuracy of the increments on the standpipe.
- (6) When shoulder spraying, splash guards, or other approved devices shall be provided which will permit spraying immediately adjacent to the pavement without spraying on the pavement surface.
- (7) Applicator trucks must have an electronic spray monitor or an automatic rate controller system readily visible and accessible to the operator. The spray monitor and controller shall be calibrated for the type of material being applied and be capable of adjusting application rates up or down by .01 gal/sq. yd.

The successful bidder, at its own cost and expense, agrees to the insurance, indemnification, and general terms and conditions set forth as attached hereto entitled "Tioga County, New York – General Contract and Insurance Specifications", which are to be incorporated herein by reference as if fully set forth.

CANCELLATION:

Tioga County reserves the right to cancel the contract for unsatisfactory workmanship or unsatisfactory service at any point in the contract year, upon issuance of ten (10) days written notice to that effect.

AWARD:

Award shall be made to the responsible bidder proposing the lowest price for Liquid Magnesium Chloride whose proposal complies with all provisions to render it formal and legal and whose proposal is considered adequate to the best interests of Tioga County.

WARRANTY:

All materials supplied by the contractor shall carry the standard manufacturer's warranty.

LIQUID MAGNESIUM CHLORIDE BID PRICES:

The unit price for each gallon of applicable chemical will be payment in full for supplying, delivering and applying chemical on the road and for performing all operations necessary or incidental thereto.

The supplier must meet the minimum bid concentration otherwise the product will automatically be disqualified.

Where:

- Bid concentration is the one specified for each chemical in Table 1.
- Measured concentration using ASTM E-449.

Delivered product that does not meet bid specifications will be discounted at a rate of 10% for each bid infraction

The product must be delivered within two (2) business days of the customer placing the order. If the product is not delivered the product will be discounted at a rate of 5% per additional business day until it is delivered. Multiple delivery infractions will be grounds for termination of the contract.

No bids will be accepted which do not include all documentation and product samples as outlined within this specification.

Liquid Magnesium Chloride, Applied \$ _____/ gallon

Liquid Magnesium Chloride, Bulk Delivery, 3,000 gal. Min. \$ _____/ gallon

Liquid Magnesium Chloride, Plant Price \$ _____/ gallon

The undersigned proposes and offers to furnish, to Tioga County, Liquid Magnesium Chloride material which complies with the Specifications for which are attached. This proposal and offer is fully guaranteed to fulfill, in all respects, the minimum specifications as prepared by Tioga County. It is hereby certified that, in accordance with Section 103-D of the General Municipal Law, THERE HAS BEEN NO COLLUSION IN THIS BIDDING.

Name of Company: _____

Address of Company: _____

Telephone Number: _____

Name of Officer: _____

Signature: _____

Date: _____

Municipalities should not use the county bid for any items involving labor.

THE REQUIRED NON-COLLUSION FORM MUST ACCOMPANY BID.

Gary Hammond, P.E.

Commissioner

Tioga County Public Works

TO ALL BIDDERS

In accordance with the New York State General Municipal Law the following Non-Collusion form must accompany each proposal.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the bidder certifies that:

- (A) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (C) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (E) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

(Authorized Representative)

(Signature)

TIOGA COUNTY, NEW YORK General Contract and Insurance Specifications

Project Description or Contract Number:	
Date Issued:	Wednesday, March 09, 2016 1:09 PM
Vendor name ("Contractor"):	
County Department:	

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an "occurrence basis" unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-, XI" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be

repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits												
<u>General Liability per standard ISO form or equivalent with no modification of coverage for contractual liability</u> - All endorsed policy exclusions shall be disclosed by submittal of forms - Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25.	<table> <tr> <td>General Aggregate</td><td>\$2,000,000</td></tr> <tr> <td>Products & Completed Operations Aggregate</td><td>\$2,000,000</td></tr> <tr> <td>Personal & Advertising Injury</td><td>\$1,000,000</td></tr> <tr> <td>Each Occurrence</td><td>\$1,000,000</td></tr> <tr> <td>Fire Damage</td><td>\$300,000</td></tr> <tr> <td>Medical Expense</td><td>\$10,000</td></tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
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Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												
<u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.	\$1,000,000 Combined Single Limit												
<u>Umbrella / Excess Liability (Following Form)</u> To extend over CGL, Auto	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate												
<u>Workers' Compensation and Employer's Liability</u> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable	Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee												
(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.													

2. The certificate face shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga

Attn: Law Department

56 Main Street, Owego, NY 13827

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.