



## **CITY OF FARGO DEPARTMENT OF PUBLIC WORKS**

### **REQUEST FOR PROPOSALS**

#### **FURNISHING AND DELIVERING BULK HIGHWAY DEICING SALT**

#### **GENERAL PROVISIONS**

##### **INTENT**

The City of Fargo is accepting proposals from qualified vendors to provide bulk sodium chloride rock salt (highway deicing salt) for the 2022/2023 winter season.

It is the intention of these specifications to furnish sufficient detail to permit qualified vendors to propose on furnishing and delivery of such product to the City of Fargo. The City of Fargo reserves the right to reject any or all proposals and to accept that proposal deemed most advantageous to the City.

**SEALED PROPOSALS MUST BE RECEIVED BY THE CITY OF FARGO NO LATER THAN 2:00 PM ON THURSDAY APRIL 21, 2022.**

##### **PREPARATION OF PROPOSAL**

The PROPOSER shall prepare proposal on the attached proposal forms furnished by the City.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

The total proposal amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the CITY'S opinion that the words rather than the figures are in error. PROPOSERS are warned against making any erasures or alterations of any kind, and Proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

##### **CONDITIONS**

PROPOSERS are responsible to become familiar with all conditions, instructions, and contract documents governing this proposal. PROPOSERS shall become familiar with local conditions that may affect cost, progress, or performance of the work and shall study and carefully correlate observations of the site with the Contract Documents and notify

the CITY in writing of all conflicts, errors, or discrepancies. Submission of a proposal will be considered specific evidence of having performed the above. Failure to make such an inspection shall not excuse the specific evidence of having performed the above. Failure to make such an inspection shall not execute the PROPOSER from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

#### SECURITY DEPOSIT

A security deposit will not be required.

#### SUBMISSION OF PROPOSAL

The sealed proposal shall be received by no later than 2:00 p.m. Thursday, April 21, 2022.

#### AWARD OF CONTRACT

The City Commission shall consider the proposal by no later than May 16, 2022. The City Commission reserves the right to accept or reject any proposal submitted.

#### SCOPE OF SERVICE

The successful PROPOSER shall provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of bulk highway deicing salt to be used for ice and snow removal and control in accordance with these specifications. Proposals are being requested for the period of August 1, 2022 to July 31, 2023.

#### DEFINITIONS

*"Contractor"* as used herein, means a provider of goods and services, or both, who is responding to a proposal.

*"Deicing Salt"* shall mean sodium chloride intended for use as a deicer for road maintenance purposes and meeting the American Society for Testing Materials Designation: D632-12: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the request for proposals except as modified in this proposal document.

*"Municipal Services"* shall mean the City of Fargo Department of Public Works, 402 23<sup>rd</sup> Street N., Fargo, ND 58102.

*"City"* shall mean the City of Fargo.

#### GUARANTEED PURCHASE

The City will commit to purchase 3,000 (three thousand) tons of deicing material. The City will commence receiving deliveries by December 31, 2022 and shall fulfill contract obligation no later than June 30, 2023.

### OPTION TO PURCHASE

The City will entertain the purchase of an additional 1,000 (one thousand) tons after February 1, 2023. If option is exercised, the city will commence receiving deliveries by February 20, 2023 and shall fulfill obligation no later than June 30, 2023. The City shall have the right to exercise Option at its discretion by no later than January 31, 2023.

### **MATERIAL SPECIFICATIONS AND REQUIREMENTS**

Unless otherwise provided, all deicing salt shall comply with the latest published standard methods of the American Society for Testing Materials – Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the request for proposals except as modified in this proposal document.

### PHYSICAL COMPOSITION

Deicing salt shall meet the following physical and chemical requirements. Any deviations shall be noted on the proposal.

*(Product Composition Identification Data Sheet must be included with your proposal):*

1. Gradation
  - a. Passing a 3/4 inch sieve 99 to 100%
  - b. Passing a 1/2 inch sieve 99 to 100%
  - c. Passing a 3/8 inch sieve 82 to 100%
  - d. Passing a No.4 sieve 24 to 96%
  - e. Passing a No. 8 sieve 0 to 58%
  - f. Passing a No. 16 sieve 0 to 29%
  - g. Passing a No. 30 sieve 0 to 15%
2. The deicing salt shall arrive at the City of Fargo, Department of Public Works facility in a free flowing and usable condition.
3. Reclaimed or re-crushed rock salt will not be accepted.
4. The City reserves the right to reject any shipments of deicing salt which are delivered in a frozen or caked condition, or which contains free water.
5. The sodium chloride content shall be not less than **97.8 percent with an average sodium chloride content range no less than 98 percent.**

In the case of deicing salt sampled after delivery to the City, tolerances from the foregoing specified values shall be allowed as follows:

**Grading** - 5 percentage points on the maximum value for the range for each sieve size, except the 1/2 inch (12.5 mm) and 3/8 inch (9.55 mm) for Grade 1.

**Chemical Composition** - 0.5 percentage point.

### FOREIGN MATERIALS

Truckloads of deicing salt containing any foreign material such as mud, rocks, wood, tarpaulins, etc. may be rejected at the delivery site. In the event the City discovers foreign material in truckloads of deicing salt already dumped, the salt and foreign matter will be reloaded onto the cartage hauler's truck by the City and returned for credit. The contractor shall immediately ship a conforming load of replacement deicing salt.

## **PRODUCT AVAILABILITY AND INSPECTION**

The successful contractor shall be required to furnish satisfactory evidence by that they have or will have stockpiles of deicing salt in sufficient quantities to satisfy contractual requirements. Such stockpiles must be near enough to delivery points to allow for timely deliveries.

The City reserves the right to make inspection and tests of the deicing salt, either at the origin of the shipment, barge unloading points or at destination, whichever is most convenient to the City.

## **ORDERING AND DELIVERY**

1. Delivery of orders placed between November 1, 2022 and April 1, 2023 shall begin within 3 (three) calendar days and must be completed within 5 (five) calendar days after the request for shipment or order. The day count begins on the first calendar day after the order is placed.
2. Deicing salt transported in open trucks shall be covered to provide protection against the weather. Trucks used for transportation shall be clear of foreign objects or debris and dry. The obligation for the protection of the deicing salt rests solely with the contractor (holder of the purchase order).
3. Deliveries made by motor truck will be accepted only during regular workdays and working hours 7:00 a.m. to 3:00 p.m. Monday - Friday, except when special arrangements have been made in advance with the Director of Public Works or his designee.
4. Delivery Location: The contractor shall deliver all material to the City of Fargo Department of Public Works salt storage facilities located at:
  - a. 402 23<sup>rd</sup> Street N., Fargo, ND 58102,
  - b. 4000 36<sup>th</sup> Avenue S., Fargo, ND 58104.
5. All deicing salt that is delivered by motor trucks is to be transported in dump trucks or in self-unloading vehicles. It shall be the responsibility of the contractor to unload the deicing salt as directed by the City.
6. All releases will be for amounts that will make a full truck load (minimum 20 tons). Contractors will not be expected to haul partial loads.
7. Delivery tickets shall be a certified scale ticket indicating gross, tare and net weight of each truckload of deicing salt. Unless otherwise directed, each delivery ticket must also be signed by an authorized City representative at the delivery location point to verify the City has accepted the material. The contractor shall include the date of delivery on each delivery ticket.

## **LIQUIDATED DAMAGES AND DELIVERY FAILURE DAMAGES**

If the contractor is unable to make delivery within the authorized delivery time, the City shall have the right to retain as liquidated damages, and not as a penalty, \$1.00 per ton per calendar day on the undelivered portion of the order.

If after seven calendar days of liquidated damage assessment the contractor has still failed to deliver as required, the City reserves the right to take action to remedy the failure of the contractor to perform without prior notification of such failure. This may include

termination of the order and purchase of salt from other sources, or other action to ensure availability of salt for public safety purposes.

### **INVOICING**

1. Contractor invoices shall show the date orders were placed with the contractor and the dates and amounts of deicing salt delivered. The contractor shall include the release order number and the date of delivery on each delivery ticket.
2. The deicing salt will be paid for at the contract unit price per ton for furnishing and transporting deicing salt to the City of Fargo Department of Public Works.

### **COMMUNICATION/POINT OF CONTACT**

1. The contractor shall meet with the Director of Operations or his representative to review the terms, conditions and any other pertinent information prior to beginning work on the contract or should issues arise during completion of the contract.
2. The successful contractor shall be required to submit to the City within ten (10) calendar days after receipt of the contract, a list of ordering, delivery and billing contacts and phone numbers and email addresses if available.

### **CONTRACT PERIOD/TERMS**

#### CONTRACT LENGTH

The term of this contract shall be limited to a one (1) year period commencing August 1, 2022 and expiring July 31, 2023 and pending Options. The price proposed by the contractor must remain in effect from date of proposal acceptance until July 31, 2023.

#### DELIVERY TERMS

Prices shall be quoted F.O.B. delivered and unloaded to the City of Fargo Department of Public Works. All costs associated with delivering salt to this drop point are included in each price per ton. Other F.O.B. terms will not be accepted.

#### CONTRACT EXTENSION

The initial term of this agreement shall be for one (1) year commencing on August 1, 2022 and expiring July 31, 2023. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years. Contract can only be extended upon acceptance by both the contractor and the City prior to July 1st of the appropriate year.

Contractor performance, quality of products, price, costs savings and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by the City to exercise an option year. The awarded vendor or City may request to exercise the extension by no later than June 15<sup>th</sup> of the appropriate year.

The initial agreement places no obligation on the City to renew or appropriate funds for salt purchasing beyond the initial term of the agreement and agreement extensions are dependent upon sufficient funds being appropriated each fiscal year by the City Commission for this work.

## QUALIFICATIONS AND REFERENCES

The successful contractor must have extensive experience in the business of providing bulk highway deicing salt to agencies responsible for maintaining safe roadways through winter season snow and ice removal operations and must demonstrate evidence of their ability to meet or exceed the contract terms.

Contractors shall provide the following with their proposal documentation:

1. Names and locations of salt stockpiles/terminals.
2. Names of trucking companies and the salt terminals that they will operate from. This will include whether or not they are under contract with the contractor or independent haulers.
3. All vendors that are dependent upon another salt producer for its supply will provide a statement from their salt supplier guaranteeing that the contractor has a supply commitment for the City. This statement shall be supplied with the proposal response.
4. Contractors must return with the proposal document, a list of no less than three (3) references from other agency's of government that have purchased comparable quantities of the specified product within the last two (2) years. The list must include the name of the government agency along with the name and phone number of a contact person for each agency.

## **CONTRACTOR RESPONSIBILITIES**

### PERSONNEL AND EQUIPMENT

The contractor shall supply all material, equipment and personnel necessary to complete the work specified.

### MISCELLANEOUS INFORMATION

Under no circumstance will the City extend storage or security of the contractor's stock or equipment at the Public Works Department.

### PROPOSAL QUESTIONS

Those submitting proposals are encouraged to contact us to discuss any specific subject or problem which they believe has been overlooked in this specification or that needs further clarification of our intent prior to the proposal opening.

After proposals have been submitted, the vendor(s) shall not assert that there was any misunderstanding concerning the scope of the project nor the nature of the work to be performed.

Any questions or comments regarding the proposal should be submitted to:

Paul Fiechtner  
Public Works Services Manager  
402 23 St N  
Fargo, ND 58102

(701) 241-1453

[pfiechtner@fargond.gov](mailto:pfiechtner@fargond.gov)

PROPOSAL SUBMITTAL

Proposals must be received by the City no later than **2:00 PM ON THURSDAY, APRIL 21, 2022.**

Proposals may be submitted in the following manner:

Vendor will deliver one (1) original RFP and three copies to the following Address:

City of Fargo Auditors Office  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102

Or via Email to: [JPagel@FargoND.gov](mailto:JPagel@FargoND.gov)

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposals received after the above cited date and time will be considered late and are not acceptable.

Please make sure the envelope or package is marked:

**“Furnishing and Delivering Bulk Highway Deicing Salt RFP”**

PROPOSAL SHEET  
 BULK HIGHWAY DEICING SALT  
 AUGUST 1, 2022 - JULY 31, 2023

SEALED PROPOSALS MUST BE RECEIVED BY THE CITY AUDITORS OFFICE  
 NO LATER THAN 2:00 PM ON THURSDAY, APRIL 21, 2022

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
GUARANTEED PURCHASE SODIUM CHLORIDE ROCK SALT	TON	3,000	\$	\$
OPTION TO PURCHASE SODIUM CHLORIDE ROCK SALT	TON	1,000	\$	\$
TOTAL COST				\$

COMPANY NAME: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE & ZIP: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_

I hereby certify that the above-described salt meets or exceeds all specifications as stated within the City of Fargo Department of Public Works RFP "Furnishing and Delivering Bulk Highway Deicing Salt" due Thursday, April 21, 2022

DATE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 AUTHORIZED COMPANY REPRESENTATIVE