

**\*\*\* INVITATION TO BIDDERS \*\*\***

NOTICE IS HEREBY GIVEN THAT THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED BIDS FOR THE FOLLOWING:

8,000 Tons (More or Less) Enhanced Road Salt

All sealed bids will be received in the Office of the Department of Public Works in the Showers Center, 401 N. Morton Street, Bloomington, Indiana, **at or before 5:00 p.m. local time on Tuesday, July 29, 2014** and will be opened and read aloud by said Board of Public Works on its regular meeting held at **5:30 p.m. on Tuesday, July 29, 2014**. Any bids received after this designated time will be returned unopened. The Bids will be reviewed and the award may be made at a subsequent Board of Public Works meeting.

Specifications and all necessary bid forms may be obtained at the following location;  
[http://bloomington.in.gov/sections/viewSection.php?section\\_id=537](http://bloomington.in.gov/sections/viewSection.php?section_id=537)

Each bidder shall file with his or her sealed proposal a bond equal to 5 percent of the bid, and all documents required by the City of Bloomington and the State of Indiana, as set forth in the Instructions to Bidders.

Each bidder for contracts over \$10,000 must submit their written Affirmative Action Plan to the City **AT LEAST TWENTY-FOUR HOURS BEFORE THE BIDDING DEADLINE**. Each bidder must insure that all employees and applicants for employment are not discriminated against because of any race, religion, color, sex, national origin, ancestry, or handicap. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan **MUST** include a workforce breakdown, an internal grievance procedure, for implementation of the Plan, specific plans for recruitment from minorities, equal access to training programs, a non-retaliation statement, and an explanation of your methods of communicating the operations of your Affirmative Action Plan to your employees and prospective recruits.

You should submit your plan **SEPARATELY** from the sealed bid. The Contract Compliance Officer for the City of Bloomington is Barbara McKinney. **EACH BIDDER MUST REVIEW HIS OR HER AFFIRMATIVE ACTION PLAN WITH BARBARA MCKINNEY IN ADVANCE OF THE BIDDING DEADLINE**. Her telephone number is (812) 349-3429. Her office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. **EACH BIDDER'S WORKFORCE BREAKDOWN FIGURES MUST BE UPDATED EVERY SIX MONTHS. BIDDERS WHO FAIL TO SUBMIT ACCEPTABLE PLANS ARE SUBJECT TO DISQUALIFICATION.**

The Board of Public Works reserves the right to waive any informality and to accept or reject any or all bids submitted.

Bids may be held by the Board of Works for a period not-to-exceed sixty (60) days, from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON  
Charlotte Zietlow, President

**INSTRUCTION TO BIDDERS**  
**Enhanced Road Salt Material**

1. Bidders shall examine and satisfy all conditions and qualifications set forth in the Bid package. Bidders shall explain and fully describe any and all exceptions to the bid specifications. Please note that the taking of an exception may result in the bid being deemed non-responsive if it is determined by the Board of Public Works to be material variance from the specifications.
2. Bidders shall list any and all sub-contractors on the bid summary.
3. A responsible Bidder shall have the financial resources, technical qualifications, experience, organization and facilities, adequate to carry out this agreement, or the demonstrated ability to obtain these. A responsible Bidder shall also have the resources to meet the completion schedule, if applicable, and to demonstrate a satisfactory performance record for completion of contracts.
4. All bids shall be held for sixty (60) calendar days after bid opening.
5. The term of this bid is from the date of award by the Board of Public Works through April 1, 2015. The contract to supply materials or supplies may be renewed beyond the expiration date to another term, not to exceed one additional year, by agreement of both the City and the Bidder.
6. The Bidder certifies to the City that he/she possesses or can provide the necessary equipment, facilities and personnel to fulfill the terms of the bid at time of submission, contract award and all times thereafter. Should the Bidder be unable to supply the necessary material needed by the City, or to supply the City within an acceptable timeframe, to be determined by the City, the City may select to obtain said necessary material from another source during those times.
7. No minimum or maximum number of tons or cubic yards of material to be purchased under the agreement is stated or implied herein. The amounts listed in the specifications are estimated maximum quantities.
8. The bases for bid evaluation shall include, but not be limited to, such factors as reliability, life cycle costs, past performance, conveniences to the City and bid prices.
9. Bid prices received from the bidder shall be firm for the term of the annual contractual supply agreement and be available for purchases by all City of Bloomington departments and available for contractors performing work for the City of Bloomington on projects awarded by the Board of Public Works.

10. The City reserves the right to reject any and all bids and to waive to the extent permitted by law any of the terms, conditions and provisions contained in the Invitation for Bids, any informality, irregularity of omission in any bid provided that such waiver shall be, in the discretion of the City, to the advantage of the City and its best interest.
11. Any award by the Board of Public Works shall be made to the lowest responsive and responsible Bidder.





**City of Bloomington  
Human Rights Commission**

2014

RE: Affirmative Action and Living Wage Ordinance

To Prospective Bidders:

**Affirmative Action:** All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability.

In addition, pursuant to the **Responsible Bidders Ordinance**, all bidders with the City of Bloomington for public work bids of \$150,000 or more must include two additional protected categories in their affirmative action plan: sexual orientation and gender identity.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees,

recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- (1) A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.
- (2) An affirmative action plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (3) Two sample affirmative action plans: one for bidders covered by the Responsible Bidders Ordinance and one for all other bidders. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt one of these plans as your own or to amend them to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

**Living Wage:** Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at [www.bloomington.in.gov/livingwage](http://www.bloomington.in.gov/livingwage) or call me. For 2014, the living wage for covered employees is \$12.06 an hour.

If you have any questions, contact me at (812) 349-3429 or e-mail me at [mckinneb@bloomington.in.gov](mailto:mckinneb@bloomington.in.gov). My office hours are Monday through Friday, 8-5. Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

**BLOOMINGTON HUMAN RIGHTS COMMISSION**  
**Model Affirmative Action Plan**  
**for**  
**Bidders Covered by Responsible Bidder Ordinance**

**Policy Statement**

\_\_\_\_\_, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation or gender identity. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

**Responsible Officer**

Mr. or Ms. \_\_\_\_\_ (or the \_\_\_\_\_ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

**Publication of Policy**

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes,
- and training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

**Implementing Our Policy**

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation or gender identity.

## **Grievance Procedure**

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation or gender identity he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to \_\_\_\_\_ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

\_\_\_\_\_  
Corporate President

\_\_\_\_\_  
Date

# BLOOMINGTON HUMAN RIGHTS COMMISSION

## MODEL AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

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### GRIEVANCE PROCEEDURE

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry or disability he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to \_\_\_\_\_ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state, or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

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\_\_\_\_\_  
Corporate President

\_\_\_\_\_  
Date

## AFFIRMATIVE ACTION PLAN CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

Effective Date: \_\_\_\_\_

<b>Contractor: Plan MUST Include:</b>		<b>Yes</b>	<b>No</b>	<b>Comments:</b>
Policy statement of equal employment opportunity		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Covers:</b>	Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input type="checkbox"/>	<input type="checkbox"/>	
<b>On basis of:</b>	Race	<input type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input type="checkbox"/>	<input type="checkbox"/>	
	Color	<input type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation*	<input type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity*	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Designates a person responsible for implementation of the Plan</b>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provides for communication of the policy:</b>				
	Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)</b>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Recruitment from minority groups</b>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Equal access to training programs</b>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Grievance Procedure</b>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Prohibits retaliation for filing grievances</b>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Workforce Breakdown (figures up to date within 6 months)</b>		<input type="checkbox"/>	<input type="checkbox"/>	



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT REGARDING E-VERIFY**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_ and acknowledged the execution of the foregoing this

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT REGARDING NO INVESTMENT IN IRAN**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_ and acknowledged the execution of the foregoing this

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

**CITY OF BLOOMINGTON STREET DEPARTMENT  
SPECIFICATIONS & SPECIAL PROVISIONS for 2014-2015 ENHANCED ROAD SALT**

**8,000 TONS ENHANCED ROAD SALT  
(MORE OR LESS)**

**(GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM  
CHLORIDE)**

**Scope:** It is the intent of this specification to describe a mixture of Sodium Chloride Type “A” crushed rock salt treated with corrosion inhibited liquid magnesium chloride product. The treatment is intended to enhance the performance of the product 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 City of Bloomington Indiana streets.

**Description:** The finished product shall be composed of two primary constituents:

- 1) Sodium Chloride before treatment with blend of liquid magnesium chloride and Organic Based Performance Enhancer shall be not less than 95% purity. Percentage of Sodium Chloride shall be determined in accordance with the current AASTM-D-632 specifications. The Sodium Chloride moisture content, before being mixed with the corrosion inhibited liquid magnesium chloride product shall not exceed 1.5% when determined as follows: % Moisture =  $(W1 - W2)/(W1) \times 100$ . W1= initial weight of sample. W2= Weight of sample after drying to a constant weight at 100EC Sec.
- 2) A corrosion inhibited liquid magnesium chloride product described and specified 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.

**A separate Vendor Certified Product Data Sheet MUST be submitted for each of the two components being utilized by the vendor to construct the final product.**

**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 AASTM-D-632.

**A.3 Moisture Content**

Moisture content upon delivery shall not exceed 1.5%\* when determined as follows:

$$\% \text{ Moisture} = \frac{\text{Loss of Weight} \times 100}{\text{Weight of Sample}}$$

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

- \* Procedure shall be in accordance with ANSI/AWWA B200-03, Moisture Determination. A tolerance of 0.5% will be allowed before a deduction is assessed.

#### A.4 Sampling

Sampling shall be done in accordance with current AASTM-D632. The City of Bloomington, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point or from shipments at the point of destination.

The right is also reserved to consider truckloads of salt delivered by vendor on a single day to be a single delivery. Price deductions imposed because of deviation from specifications may be imposed on the total day's delivery.

### Section B: Corrosion Inhibited Liquid Magnesium Chloride Product

Material used for this component of the finished product shall be a blend of liquid magnesium chloride and an Organic Based Performance Enhancer (OBPE) component intended, amongst other things, to inhibit the corrosiveness of the product. The offered product shall meet all of the requirements for EITHER Type I or Type II listed in Table 1 below. Bidder shall identify on the Vendor Supplied Data Sheet which type product he is offering. Product of either type must comply with the General Chemical Requirements section also shown below.

#### Other Requirements:

Parameters	Requirement	
	TYPE I	TYPE II
<b>Magnesium Chloride Concentration (w/v)</b>	25% Min.	13.0 - 26.0%
<b>pH</b>	6.0 - 9.0	4.0 - 7.0
<b>Eutectic (Freezing) Point</b>	-20 Deg. F or Lower	-20 deg. F or Lower
<b>Corrosively</b>	A 3% solution of the product shall have a corrosion value at least 70% less than that of a 3% solution of Sodium Chloride when tested by NACE Standard TM-01-69 as modified by the PNS (Pacific Northwest Snow Fighters)	
<b>Settleable Solids</b>	Shall contain not greater than 1.0% (v/v) total settle able solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.	
<b>Freezing Point Table</b>	Bidder shall supply a table showing the Freezing Point vs Specific Gravity for varying dilutions of product in water, starting at 5% and continuing up to and including the percentage needed to reach the eutectic (freezing) point.	
<b>Chemical Analysis</b>	Bidder shall supply a certified analysis from an independent laboratory showing compliance with all the above listed requirements <b>INCLUDING</b> those listed in the GENERAL CHEMICAL REQUIREMENT. Exceptions to the requirements must be stated and the City reserves the right to reject the product.	

Sampling to be done in accordance with AASTM D345. Product shall be tested using generally accepted industry standard analytical procedures as appropriate.

**General Chemical Requirements:** All products offered must contain **250 PPM or Less Phosphorus** with or without beneficial use determination.

**Section C: Mixing the Sodium Chloride and Corrosion Inhibited Liquid Magnesium Chloride**

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 City of Bloomington, 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 Corrosion Inhibited Liquid Magnesium Chloride. Both salt and liquid samples may be taken.
- C.2 The contractor will thoroughly mix a minimum of 8 gallons of Corrosion Inhibited Liquid Magnesium Chloride per ton of salt.
- C.3 The contractor will ensure a consistent thorough mix (e.g. spray system, pug mill, 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 weigh master's signature. Handwritten weights are not acceptable.
- C.5 All shipments of finished product shall be accompanied by a ticket indicating the amount of Corrosion Inhibited Liquid Magnesium Chloride 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.
- 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 City reserves the right to, at anytime; 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 Corrosion Inhibited Liquid Magnesium Chloride

**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**

Salt is generally treated with an anti-caking agent. In most cases the corrosion inhibited liquid magnesium chloride product will act as an anti-caking agent. No anti-caking agents such as Yellow Prussiate of Soda (YPS or Sodium Ferro Cyanide) will be allowed. The supplier is responsible to test their enhanced salt before shipping to ensure that the corrosion inhibited liquid magnesium chloride product that they choose will work as an anti-caking agent. If the enhanced salt “clumps” in our storage facility, it will be the responsibility of the supplier to remove the product and supply an equal quantity of another enhanced salt product. Failure to remove the faulty material will result in liquidated damages in the amount of \$10.00 per ton per each day that the salt sits on the City of Bloomington property.

All enhanced salt supplied to the City of Bloomington, shall have a storage life of 24 months. The supplier will guarantee that enhanced salt product will not develop a foul odor or exhibit rotting for a full 24-month period. If the product proves to be beyond its storage life within the 24-month period, the contractor shall remove and replace the product at no cost to the City of Bloomington. Properly stored product (covered with tarp 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 affects 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:

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

### **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:

<u>Sieve Size</u>	<u>Percent Passing (**)</u>
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  $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$  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:

$$\% \text{ Moisture} = \frac{\text{Loss of Weight} \times 100}{\text{Weight of Sample}}$$

Where:  $W_1$  = Initial weight of sample

$W_2$  = Weight of sample after drying to a constant weight at  $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ .

**Note:** Procedure shall be in accordance with ANSI/AWWA B200-03, Moisture Determination. A tolerance of 0.5% will be allowed before a deduction is assessed.

#### **D.7 Sampling**

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

The right is also reserved to consider truckloads of treated salt delivered by the contractor to the City of Bloomington site on a single day to be a single delivery. Penalties imposed because of deviation from specifications may be imposed on the total day's delivery.

#### **D.8 Acceptance**

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

#### **D.9 Non-Complying Product – Price Deductions**

##### **D.9.1 Non-Complying Product - Price Deduction - Moisture**

If the moisture content of the treated salt is found to be above 5.3%, a deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.053 - 2x)$$

Where:  $X$  = Moisture content of the sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%)

##### **D.9.2 Non-Complying Product - Price Deduction - Gradation (Particulate Size Distribution)**

If, after delivery, the gradation of the treated salt is found to be out of tolerance, a deduction from the price shall be made based on the following formula:

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.9.3 Non-Complying Product - Price Deduction - Contamination:

If the end user accepts contaminated salt as defined in Section D.1 for operational reasons, a 10% non-complying price deduction may be placed on the contractor by the end user after consultation with the contractor and City of Bloomington.

#### D.9.4 Non-Complying Product - Price Deduction - Delivery:

If, delivery is not in the timeframe specified in the Delivery Section, a deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost incurred include, but are not limited to the following:

- Increased personnel costs due to demurrage
- Increased costs incurred for treatment of salt on hand to extend usage
- Costs for clean-up after required application of a “treated” salt product (i.e. salt mixed with sand)

**Note:** Bidder will submit to the City of Bloomington supporting documentation for non-complying product-delivery-price reduction. Street Department’s Director of Operations will review and will have final approval as to delivery deduction applied.

#### D.9.5 General

A non-complying product - price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers treated salt found to be above 5.3% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

#### D.10 Calculations

Calculations performed relative to this specification shall be made using the rounding off method of “ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values”.

#### Delivery and Inspection

The City of Bloomington normally orders between 150 and 300 tons at a time. The enhanced salt must be delivered with-in 48 hours of placement of order. Weekends and holidays will not be counted in the 48 hour time period. All deliveries will be made in tarp covered trucks to 1981 S. Henderson Street, Bloomington, Indiana 47401. For each working day that delivery extends beyond this 48 hour limit, \$200.00 will be deducted from any money due to the vendor, not as a penalty, but as liquidated damages. A faxed confirmation will be sent from the vendor to the City of Bloomington Street Department after each order is placed. The Street Department fax number is 812-349-3450.

#### Requirements for Loading

All material must be loaded in the salt dome at 1981 S. Henderson Street. Failure to unload all the enhanced salt from the trucks into the storage building will result in a deduction, as liquidated damages from the price bid for salt delivered and loaded. The amount shall be the bid per ton plus \$1.00 per ton.

The deduction for liquidated damages shall not be made if the Department requires the material to be unloaded outside of the storage building. Such a departmental order shall be the only reason for not deducting liquidated damages for salt not loaded into buildings. Salt shall not be unloaded on the ground or outside of the salt storage dome without specific order of the Street Department management. The vendor will be responsible for any damage to the salt dome resulting from improper piling of the salt. Further, the vendor may be required to move any material improperly stacked.

### **Delivery Tickets**

Delivery tickets for all deliveries shall indicate gross, tare and net weights, location of stockpile from which shipment is made and point of delivery. Weights will be checked at random for accuracy of the delivery tickets weights. The City of Bloomington reserves the right and privilege to require any truck to go to the nearest available certified scales to check weights at no additional cost to the City of Bloomington Street Department.

### **The Department must mark delivery tickets as follows:**

1. **“Loaded”** to indicate materials were placed in the building.
2. **“Delivered”** will indicate that material delivered but not in the building which will result in the deduction for liquidated damages. “Delivered” represents that the load was dumped outside the building without permission.
3. **“Delivered – No Deduction”** – dumped with permission outside of the building – full payment to be made.

### **Basis of Payment**

Bids will be received on the attached bid form. The quantities shown are estimates only and may be adjusted at option of the City of Bloomington. The City of Bloomington guarantees to purchase at least eighty (80) percent of the total estimated tons and the vendor shall guarantee to have available one hundred thirty (130) percent of this amount. Any additional materials needed beyond 130 percent will be mutual agreement of the parties including the price thereof.

### **Invoicing**

The vendor shall invoice the City of Bloomington Street Department by way of an itemized invoice within five (5) days after each delivery made by the vendor. Payment shall be made in arrears in accordance with Indiana law.

### **Bid Bond**

A Bid Bond in the amount of 5% of bid amount shall be required with all bids. The Bid Bond will be held for liquidated damages if the bid is withdraw before the award is made.

### **Failure to Meet Obligations**

If the vendor is unable to meet its agreement obligations as set out in the invitation and specifications, then the City of Bloomington, at its option may purchase materials from the other available sources on the open market, may cancel the agreement or applicable portions thereof, and may award the portions so canceled to another supplier. In the event the City of Bloomington must resort to any of the above procedures, the vendor shall be required to reimburse the City of Bloomington for any expense incurred in excess of the agreement.

**VENDOR CERTIFIED PRODUCT DATA SHEET-Corrosion Inhibited Liquid Magnesium Chloride**

Bidder
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Complete all fields listed below: Additional attachments will not be accepted in lieu of this data sheet.

**Product Name (Brand Name):** \_\_\_\_\_ **Offered for TYPE #:** \_\_\_\_\_

**Manufacturer's Name:** \_\_\_\_\_

**Manufacturer's Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Active Ingredients:**

**Inorganic salts:**

Material	Content, % (w/w)
NaCl	
CaCl <sub>2</sub>	
MgCl <sub>2</sub>	
Other	
Other	

**Organic Constituents:**

Material	Content, % (w/w)	Purpose/Function

**Trace Constituents:**

Constituent	Concentration (ppm in product as received)	Constituent	Concentration (ppm in product as received)
Arsenic		Cyanide	
Barium		Lead	
Cadmium		Mercury	
Chromium		Phosphorus	
Copper		Selenium	
Zinc			

**Specific Gravity (15.5°/15.5°C) of Product as Rec'd:** \_\_\_\_\_

**Weight per Gallon of Product as Rec'd:** \_\_\_\_\_

**Total Solids (105°C, 1 hour):** \_\_\_\_\_

**Total Ash (450°C, 1 hour):** \_\_\_\_\_

**Does this product have a Beneficial Use Determination?**

Yes \_\_\_ No \_\_\_ If yes, when issued?

Is this product on the Pacific Northwest States (PNS) Approved List? \_\_\_ Yes \_\_\_ No

**Certification:** By signature affixed below, I hereby certify the above information to be complete and accurate and further certify that the product described meets or exceeds all additional specification requirements applicable to this offering. I further certify that any product delivered under the product name shown on this sheet will meet or exceed all applicable specification requirements and be equal or better in quality to the product described on this sheet.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Bidder**

**VENDOR CERTIFIED PRODUCT DATA SHEET –GRANULAR SODIUM CHLORIDE**

Complete **all** fields listed below: Additional attachments will **not** be accepted in lieu of this data sheet.

**Product Name (Brand Name):** \_\_\_\_\_

**Manufacturer's Name:** \_\_\_\_\_

**Manufacturer's Address:** \_\_\_\_\_

Material	Content, % (w/w)
NaCl	
Water (Moisture)	

**CERTIFIED SIZE GRADING:**

Sieve Size	Percent Passing
1/2" - (12.5 MM)	
3/8" - (9.5 MM)	
No. 4 - (4.75 MM)	
No. 8 - (2.36 MM)	
No. 30 - (600 Microns)	

**Certification:** By signature affixed below, I hereby certify the above information to be complete and accurate and further certify that the product described meets or exceeds all additional specification requirements applicable to this offering. I further certify that any product delivered under the product name shown on this sheet will meet or exceed all applicable specification requirements and be equal or better in quality to the product described on this sheet.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PrintedName:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**BID OFFER FOR ENHANCED ROAD SALT**  
**CITY OF BLOOMINGTON, INDIANA 2014-2015**

Unit Price per Ton    \$ \_\_\_\_\_

8000 Tons

Total Bid Amount    \$ \_\_\_\_\_

Please state any conditions that are not part of specifications below or by attachment:

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Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

Agent: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_