



**Teton County  
Request for Bids  
Teton County 2016 Magnesium Chloride  
March 31, 2016**

**1) Purpose of Request:**

The Teton County Road & Bridge Department is requesting bids from qualified contractors for supplying and delivering liquid Magnesium Chloride to the Teton County Road & Bridge Facility located at 70 North W. Buxton in Driggs, Idaho.

**2) Time Schedule:**

The County will follow the following general timetable:

- a. Issue RFB April 14, 2016
- b. The deadline for submitting the responses is April 29, 2016 at 10:00 am local time.
- c. Magnesium Chloride to be delivered during the course of June, 2016 as ordered by Teton County.

**3) Instructions to Proposers:**

- a. All responses shall be sent to:

Darryl Johnson – Public Works Director  
Teton County  
150 Courthouse Drive  
Driggs, ID 83422

OR

Emailed to Darryl Johnson, Public Works Director at; [djohnson@co.teton.id.us](mailto:djohnson@co.teton.id.us):

OR

Hand delivered to the County Clerk/Recorder office at 150 courthouse Drive, Driggs ID

- b. An authorized representative of the firm must complete and sign bid.

**4) Terms and Conditions:**

- a. The County reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.
- b. The County reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- c. Any RFB response may be withdrawn up until the date and time set above for opening of the RFB responses.
- d. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on April 22, 2016. Questions may be submitted to Darryl Johnson

via email to [djohnson@co.teton.id.us](mailto:djohnson@co.teton.id.us). Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms or conditions stated in the RFB, and changes to the RFB, if any, shall be made in writing only and issued in the form of an Addendum to the RFB and highlighted in the RFB. Addendum, if any, will be posted on the County web site. Bidders are responsible for reviewing all Addendum posted.

- e. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all work as specified or indicated in the bidding documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding documents.
- f. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## **5) Bidder's Representations**

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the bidding documents, and the following Addenda, receipt of which shall be acknowledged in the Bidder Response Form.
- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- e. Based on the information and observations referred to in section d above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- f. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- g. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

## 6) Bidder's Certification

Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- e. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- f. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- g. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- h. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 7) Scope of Work

Depending on budget appropriations and Contractor unit pricing, County reserves the right to reduce or increase contracted quantity if deemed necessary. The following criteria will be adhered to as part of the requirements:

- a. Contractor will provide magnesium chloride to the specifications outlined in Exhibit "A".
- b. Bidder agrees that the material will be delivered during the month of June as scheduled by the Road & Bridge Supervisor. County will provide a 5 day advance notice for first delivery and 48 hour advance notice of subsequent orders. All deliveries shall be received and tested by a County employee.
- c. Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.
- d. Pay request vouchers shall be submitted monthly to the Teton County Road and Bridge Department, 150 Courthouse Drive, Driggs, Idaho 83422. Pay request vouchers will be itemized and shall only charge for quantities that have been measured by a County designated representative and confirmed by the Contractor.
- e. It is mutually agreed that delivery time will affect the progress of other work that the County can or will suffer financial damages in an amount not now possible to ascertain if magnesium chloride is not delivered on schedule. In view of these facts, it is agreed, in the event the County recognizes suffering, County will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$500 per day for each calendar day that material remains undelivered beyond the date specified.

- f. Rain Days – The County agrees to notify the Contractor’s designated representative within 24 hours of deciding to delay delivery due to rain delays.
- g. All inspections and tests conducted are solely for the convenience and benefit to the County. The County shall in no way be bound by such inspections or tests, nor shall such inspections and tests constitute acceptance of materials or work. The County may reject or accept any materials at a reduced rate as a result of tests conducted.



## Bidder Response Form

Bidder's Corporation/Partnership Name: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_ Bidder's Fax: \_\_\_\_\_

Bidder's Email: \_\_\_\_\_

Idaho Public Works Contractor License No. \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

SUBMITTED ON: \_\_\_\_\_

### Teton County 2016 Magnesium Chloride

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
1	Liquid Magnesium Chloride	Gallons	106,000	\$	\$
Total of All Bid Prices					\$

Bid prices listed shall include all applicable taxes and fees.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Addendum No.

Addendum Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**(Bid Documents)**

## **TETON COUNTY 2016 LIQUID MAGNESIUM CHLORIDE SPECIFICATION**

### **MATERIAL**

- 1) Liquid Magnesium chloride shall consist of a magnesium chloride base agent, water, and other enhancement or non-detrimental ions. The chemical analysis shall conform to the following:

<b>Chemical Constituents</b>	<b>Percent by Weight</b>	<b>Specific Gravity</b>
Magnesium Chloride	30 – 35	1.306 – 1.368
Enhancing or Non Detrimental Ions	0 – 5	
Water	65 - 72	

- 2) This product shall meet applicable regional, state and federal requirements for products applied to road surfaces.
- 3) Test data certifying compliance with the specifications shall be required at the time of delivery. Also samples may be tested by County any time during the project.
- 4) Three weeks prior to the first application the Contractor shall supply a sample of the product to Teton County for testing.

### **DELIVERY**

- 1) County will communicate with Vendor's designated representative at least 5 days prior to the first delivery date and 48 hours prior to subsequent delivery dates date with quantities needed, time of delivery, location and any other pertinent information. Inclement weather will dictate when deliveries are postponed or changed.

### **MEASUREMENT AND PAYMENT**

- 1) The material will be measured and paid in gallons. The County estimates 106,000 gallons of liquid Magnesium Chloride will be delivered. The estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 2) Penalties: The contractor shall be penalized by the following amount should the tests fail as stated above. The contractors payment for applying dust control, that does not meet the minimum dust palliative will be reduced by 130% of the prorated amount of dust palliative actually delivered. Example: The contractor applies a solution that was specified to be a minimum of 30% dust palliative and tests return that only 25% dust palliative was actually applied. A 5% lower solution is 17% lower concentration than the original 30% that was bid. 130% of 17% equates to a 22% reduction in payment.

END OF SECTION