



TOWN OF WESTERLY

PUBLIC BID

2016-029 CULINOX 999 MIOX SALT

April 2016

TOWN OF WESTERLY
INFORMATION FOR BIDDERS

The Town of Westerly is hereby soliciting sealed bids for the Department of **Utilities** for **2016-029 Culinox 999 Miox Salt**. Bids will be received at the Office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891 **until 3:00 o'clock p.m. on May 18, 2016** at which time they will be publicly opened and read aloud. The information for bidders, form of bid and specifications will be available at the Office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891 on or after **April 27, 2016** from 8:30 a.m. to 4:30 p.m. by calling 401-348-2625 or to download by visiting our website www.westerly.govoffice.com, *RFP and Bid Requests* page. The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 348-2500 or 596-2022 (v/tdd) 72 hours in advance of the hearing date.

All bids must be submitted on the bid form provided, in duplicate and clearly marked:
(Sealed Bid)

2016-029 Culinox 999 Miox Salt

All bids must include the completed/signed Bidder Certification documents located in Appendix A; bids submitted without the documents will be considered non-responsive.

Bids must be enclosed in an opaque envelope addressed to "Purchasing Agent, 45 Broad St., Westerly, RI 02891" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Westerly reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Westerly.

Individuals requesting interpreter services for the hearing impaired must notify 401-315-1535 seventy-two hours in advance.

The Town/School does not discriminate on the basis of age, sex, race, religion, national origin, color or handicap in accordance with applicable laws and regulations.

Eileen Cardillo/Purchasing Agent

**INFORMATION FOR BIDDERS
STANDARD INSTRUCTIONS TO BIDDERS
TOWN OF WESTERLY
PURCHASING DEPARTMENT**

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DEPARTMENT AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town of Westerly/Westerly Public Schools, Westerly, RI until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

The envelope containing the bids must be sealed, addressed to the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, R.I. 02891 clearly marked: 2016-029 Cullinox 999 Miox Salt. THE BIDS MUST BE SIGNED BY A DULY AUTHORIZED COMPANY REPRESENTATIVE ON THE FORM PROVIDED IN THE BID OR ELSE IT WILL BE REJECTED.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Any bid accepted shall be subject to appropriation and availability of funds.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Obligation Of Bidder:

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the specifications including all addenda. The failure to familiarize himself with conditions relating to the item to be included under this bid shall in no way relieve any bidder from any obligation in respect to his bid.

4. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, Town Hall, Westerly, R.I. 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening. Bids may be withdrawn personally or by written, faxed, or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic or faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence or error on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addenda thereto. No offer will be considered that is not accompanied by the attached Bidder Certification Form located in Appendix A completed and signed by the offeror.

5. Qualifications of Bidder:

The Owner may take such investigations as he deems necessary to determine the ability of the bidder to supply the Owner with items being bid, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if through the evidence submitted by or investigation of, such bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligation of the "Agreement" and to supply the Owner with the bid items within the time stated.

6. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

7. Terms

Cash discounts offered will not be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by

Finance Department, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Standard payment terms are net 30.

8. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended.

9. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

10. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.

11. Award and Contract

Unless otherwise specified, the Town/School reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town/School Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

If, at the time this bid is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds estimated by the Owner as available to finance the bid, the bid will be awarded on the base bid subject to such modifications resulting from the acceptance by the Owner of any alternates noted in the bid which the Owner deems to be in his best interest. If such bid exceeds such amount, the Owner expressly reserves the right to decrease any class, item or part of the item, and this reservation includes the omission of any item, or items, as may be decided by the Owner, or the Owner may reject all bids.

In the event that there is a discrepancy between the price written in words and written in figures, the price written in words shall govern.

Bids which are incomplete, not on the prescribed forms, not properly endorsed or signed, not filled out fully in ink or typewritten, abnormally high or abnormally low, or otherwise contrary to these instructions may be rejected as informal or unbalanced.

12. Delivery

All prices must be on the basis of F.O.B. Delivery Point, Westerly, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Agent.

13. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly/Westerly Public Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly/Westerly Public Schools is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

14. Towns Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town/School. The Town of Westerly reserves the right to reject or accept any bid for any reason that it deems to be in its best interest. The Purchasing Agent, will be the final judge of acceptance, rejection and award.

15. Bond/Surety *not applicable*

Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

16. Insurance

A contractual liability endorsement providing insurance coverage for contractor's agreement to indemnify Town/School. Deductible amounts in excess of \$5,000 require Town/School's prior approval.

1. Contractor must submit certificate(s) of insurance evidencing required coverage.

11. Endorsement provisions, with respect to the insurance afforded to "additional insured"

A. Primary coverage: With respect to claims arising out of the operations of the named insured, insurance as afforded by this policy is primary and is not additional to

or contributing with any other insurance carried by or for the benefit of the additional insured.

B. Cross liability: The naming of more than one person, firm, or corporation as insured under the policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insured, shall not increase the total liability of the company under this policy.

C. Notice of cancellation: If the policy is canceled before its expiration date for any reason other than the non-payment of premium, the issuing company shall provide town/school at least a thirty (30) day written notice before the effective date of cancellation.

If the policy is canceled before its expiration date for the non-payment of premium, the issuing company shall provide Town/School at least ten (10) day written notice before the effective date of cancellation.

Notices shall be mailed to: Attn: Eileen Cardillo, Town of Westerly, 45 Broad St., Westerly, RI 02891. The Town of Westerly/Westerly Public Schools, if applicable, is to be named as an additional insured and as certificate holder: contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect throughout the entire term of any resultant agreement, the insurance coverage herein described, insuring not only the contractor and its sub-consultants, if any, but also, with the exception of workers' compensation, employer's liability and professional insurance, naming as additional insured and certification holder, the Town of Westerly or Westerly Public Schools, if applicable.

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions:

A. Workmen's Compensation Insurance

The CONTRACTOR shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide Employer's Liability Insurance in the amount of not less than \$500,000.

B. Contractor's Comprehensive Public Liability and Property

The successful bidder will be required to provide the Town with a Certificate of Insurance for Commercial Liability naming the Town of Westerly and Westerly Public Schools as additional insured and certificate holder in the amount of \$1,000,000. Occurrence and \$2,000,000.00 Aggregate, including Automobile Liability at limits \$1,000,000.00 and Statutory Workers' Compensation Insurance. The insured must be the contracted vendor. Subcontractors such as trucking companies or other such subcontractors will not be considered as "primary" insured and their providing of insurance will not substitute for the required insurance by the primary contractor. Failure to provide said insurance certificate with the signing of the contract by the owner shall be cause for immediate forfeiture of the bid security by the proposed contractor to the owner. Said insurance will be provided by a company licensed to do business in the State of Rhode Island.

Damage Liability Insurance

The CONTRACTOR shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and subject to that a limit for each person, a total limit of not less than One Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident; and subject to a limit of not less than One Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.

C. Comprehensive Automobile Liability and Property Damage Insurance

The CONTRACTOR shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person; and subject to that limit for each person a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property.

D. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies hereinabove required to be furnished by the CONTRACTOR, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any

- time resulting therefrom.
4. The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

17. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

18. Prevailing Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor.

TERMS AND CONDITIONS
2016-029 Culinox 999 Miox Salt

Contract term shall be for one (1) year. The Town seeks a contract to have a mutual termination clause of 90 days for any reason. Contract cost should be a fixed price all inclusive for the initial one year term. The Town of Westerly's payment terms are net 30.

INDEMNIFICATION

The contractor guarantees to save the Town/School, its agents and employees, harmless from any liability imposed upon the Town/School arising from negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the town in which the installation is to be made and of the Town of Westerly/Westerly Public Schools. The equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the TOWN OF WESTERLY. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at The CONTRACTOR's expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of any negligent or willful actions by The CONTRACTOR in connection with the operations to be performed under this contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

B. Upon execution of this contract, and thereafter no less than 15 days prior to the expiration date of any insurance policy delivered pursuant to this contract, The CONTRACTOR shall deliver to the TOWN (a) certificate(s) of insurance to show compliance with the specifications.

C. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of RHODE ISLAND and shall be reasonably acceptable to the TOWN.

D. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against THE CONTRACTOR relating to services to be rendered by THE CONTRACTOR hereunder.

E. The TOWN must be named as an Additional Insured on relevant policies and as the certificate holder.

F. The CONTRACTOR agrees to defend and save harmless the TOWN, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the CONTRACTOR, its agents, or employees and with respect to the degree to which the TOWN is free from negligence on the part of itself, its employees and agents.

SPECIAL INSTRUCTIONS TO BIDDERS

No offer will be considered that is not accompanied by the attached Bidder Certification Form located in Appendix A completed and signed by the offeror.

This bid will not be honored unless signed documents misdirected to other locations or which are not present in the town's purchasing department at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purpose of this requirement, the official time and date shall be that of the time the town's purchasing department receives it postmarks shall not be considered proof of timely submission.

Failure to complete form(s) as instructed may be grounds for "disqualification".

If this is a multi-year bid/contract, continuation of the contract beyond the initial fiscal year will be at the discretion of the Town. Termination may be effected by the Town based upon determining factors such as unsatisfactory performance or the determination by the Town to discontinue the goods/services, or to revise the scope and need for the type of goods/services; also management owner determinations that may preclude the need for goods/services and subject to availability of funds.

DELIVERY AS REQUESTED

Pricing must be a delivered price.

SPECIFICATIONS

All differences between the Town's requirement(s) and each vendor's bid must be clearly noted, item by item. If no differences are noted, bid will be considered exact.

If the item being bid is other than brand/model specified, bidders must include literature for the items they are bidding. Items in catalogs must be clearly marked and pages tabbed.

QUESTIONS:

Questions regarding this bid should be directed to Eileen Cardillo, Purchasing Agent, no later than May 11, 2016 @ 1:00 p.m. by emailing ecardillo@westerly.k12.ri.us.

ORDERING

(A) The Town will submit individual orders for the various items and various quantities as may be required during the agreement period.

(b) Exception- regardless of any agreement resulting from this bid, the Town reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations, if applicable.

QUANTITIES

Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period.

DELIVERIES

Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered.

NO ORDERS ARE TO BE FILLED/SHIPPED TO TOWN WITHOUT A SIGNED PURCHASE ORDER

TOWN OF WESTERLY

SPECIFICATIONS

2016-029 CULINOX 999 MIOX SALT

- Bid price per bag and delivery shall remain firm from July 1, 2016– June 30, 2017.
- Minimum order for salt will be 2 pallets – (98 bags – 50 lb) at each time of delivery.
- Trucking Company shall give the Town of Westerly twenty-four (24) hours notice before delivery.
- Trucks shall have the capability of moving the pallets to the rear tailgate with the use of a pallet jack in the delivery truck.



Salt-Culinox 999 F/G

Characteristics	Specification
Sodium Chloride	99.95-99.99%
Calcium Sulfate	0.00-0.04%
Calcium Carbonate	0.00—0.02%
Total Ca & Mg as Ca (PPM)	<60
Insolubles	<20
Copper (PPM)	<0.2
Heavy Metals as Lead	<0.1
Copper (PPM)	<0.2

MORTON SALT



Product Description:

Culinox 999 food grade salt is a high purity, food grade granulated sodium chloride produced in vacuum pans from chemically purified brine. The crystals are cubic in structure. Brine treatment, crystallizing technique, and post crystallizing washing substantially reduce calcium, magnesium, iron, copper, and other heavy metals, sulfate, and carbonate impurities. High purity helps assure consistent saltiness intensity, and there are stringent standards on visible, insoluble extraneous material. There are no additives.

Packaging

50.00 lb Bag

80.00 lb Bag

Culinox® 999® Food Grade and TFC 999® Salts Hutchinson, KS, Rittman, OH and Silver Springs, NY Plants



PDS 100.1
5/05

Description

Culinox® 999® Food Grade Salt is high purity, food grade granulated sodium chloride produced in vacuum pans from chemically purified brine. The crystals are cubic in structure. Brine treatment, crystallizing technique, and post-crystallizing washing substantially reduce calcium, magnesium, iron, copper and other heavy metals, sulfate and carbonate impurities. High purity helps assure consistent saltness intensity, and there are stringent standards on visible, insoluble extraneous material. There are no additives.

TFC 999® Salt is prepared by adding a trace of Yellow Prussiate of Soda (Sodium Ferrocyanide), a water soluble anticaking agent used in accordance with 21 CFR Sec. 172.490.

Yellow Prussiate of Soda, as an incidental, non-functional additive under 21CFR Sec. 101.100 (a) (3), is exempt from label declaration on foods incorporating the salt.

These products comply with Food Chemical Codex tolerances and federal CGMP standards. **Culinox® 999®** and **TFC 999®** are annually certified as kosher.

Chemical Properties

Sodium sulfate is the major impurity with traces of calcium carbonate and magnesium hydroxide.

	Typical	Range
¹ Sodium Chloride (%)	99.97	>99.95
Sulfate (%)	0.01	<0.02
Ca/Mg as Ca (ppm)	18	<60*
Moisture (%)	-	<0.1
Water Insolubles (ppm)	-	<20
Copper (ppm)	0.1	<0.3
Free Iron (ppm)	0.5	<1
² Sodium Ferrocyanide (ppm)	6	3 - 13

¹ By difference of impurities, moisture-free basis (ASTM)

² Used in TFC 999® only

* <30 ppm for chemical grade

Nutrient Content (100g)

Carbohydrates (g)	0	Trans-Fatty Acids (g)	0
Dietary Fiber (g)	0	Ash (g)	>99.9
Protein (g)	0	Moisture (g)	<0.1
Fat (g)	0	Calories	0
Calcium (mg)	2	Magnesium (mg)	nil
Chloride (g)	60.6	Potassium (mg)	3
Iodine (µg)	<100	Sodium (g)	39.3

MORTON SALT

123 North Wacker Drive, Chicago, IL 60606-1743 www.mortonsalt.com

Physical Properties

Plant	Bulk Density*		Mean Crystal Size
	(g/ml)	(lbs/ft³)	(µm)
Hutchinson	1.15-1.23	72-77	400
Rittman	1.17-1.28	73-80	390
Silver Springs	1.17-1.23	73-77	350

*Loose pour.

Meets USDA No. 1 (0.5 mg) coarse sediment standard for milk and milk products (7 CFR 58.2728) using a 250g sample, equivalent to 2 ppm or less.

Production is unscreened receiving a coarse scalping of 12 mesh.

Sieve Analysis

U.S.S. Mesh	Opening Microns**	Percent Retained*			
		Hutchinson		Rittman	
		Typical	Range	Typical	Range
20	850	Tr	<8	Tr.	<9
30	600	3		2	
40	425	34		32	
50	300	46	-	44	-
70	212	16		19	
100	150	1	<6	2	<7
Pan	-	Tr		1	
		Silver Springs			
		Typical	Range		
20	850	Tr	<3		
30	600	1			
40	425	21			
50	300	47	-		
70	212	24			
100	150	6	<14		
Pan	-	1			

* On individual screens.

** 10,000 Microns (micrometers, µm) per centimeter;
25,400 Microns per inch.

Other Plants

See PDS 100.2 (Weeks, LA and Grand Saline, TX) and PDS 100.3 (Newark, CA)

Storage/Coding

Chemically stable. Minimum cake-free life for Culinox 999 is 30 days and six months for TFC 999 if stored in cool dry area where humidity does not regularly cycle 75% rh. An open date manufacturing code is found on the sewn seam or bag face.



Industrial/Chemical

Codes

Product	Commodity Code	UPC
Culinox® 999®		
50 lb. Bags	1284	0 24600 01284 3
80 lb. Bags	1281	0 24600 01281 2
Bulk	1289	
Semi-bulk	1279	
TFC 999®		
50 lb. Bags	1312	0 24600 01312 3
80 lb. Bags	1315	0 24600 01315 4
Bulk	1314	
Semi-bulk	1585	

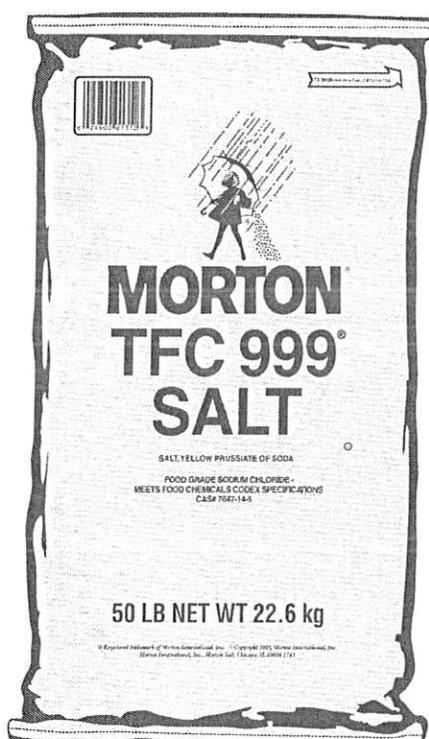
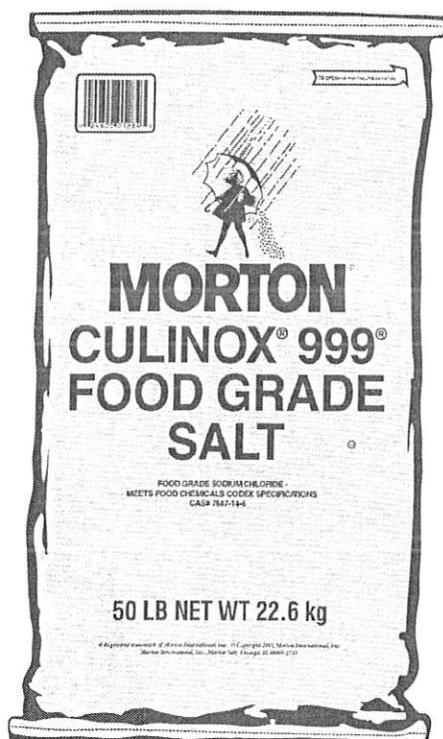
Packaging

50 & 80 lb. multiwall, polyethylene-lined kraft paper bags.

Unit Dimensions		
Gross Wt (lb)	L x W x H (in)	Cube (ft ³)
50.5	24 x 13 x 3	0.5
80.9	28 x 16 x 3.5	0.9
Palletized*		
Units	Cube (ft ³)	Gross Wt (lb)
49	43	2545
30	46	2497

* Includes 48" x 40" standard wood pallet.

Bag Label Art



These data are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.

MORTON SALT

BID PROPOSAL

2016-029 CULINOX 999 MIOX SALT

Date:

Name of Bidder:

Address:

Provide a Delivered Price:

Base Bid: \$ _____ per 50lb bag delivered to 68 White Rock Road, Westerly, RI 02891.

Receipt of Addendum(s) _____

Completed and submitted Appendix A with bid _____

Delivery _____ days after receipt of purchase.

Note: Above price tax exempt.

Representing the Bidder indicated above, I hereby certify that the offered meets all of the specifications of the Town of Westerly except as are noted on the exception sheet.

Name:

Title:

Signature:

EXCEPTION TO MINIMUM SPECIFICATIONS:

Company:

By:

Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly/Westerly Public Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1} has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly/Westerly Public Schools Purchasing Department by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town/School locations or which are not present in the Town of Westerly/Westerly Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly/Westerly Public Schools will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the Town/School for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerly.gov/office.com or appearing in person at the Town of Westerly/Westerly Public Schools Purchasing Department Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website. Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town/School's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town/School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly/Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment Issued by the Town of Westerly/Westerly Public Schools PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town of Westerly/Westerly Public Schools Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are Incorporated into all Town of Westerly/Westerly Public Schools contracts.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly/Westerly Public Schools.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number