

**SUBJECT:** Award of bid number 22-149B to Bering Marine Corporation for the contract amount of \$1,247,400 to Purchase Sodium Chloride.

**AGENDA OF:** June 21, 2022

**ASSEMBLY ACTION:**

Approved under the Consent  
Agenda 6-21-22 (BSP)

**MANAGER RECOMMENDATION:** Present to the Assembly for consideration.

**APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:**

*MB*

Route To:	Department/Individual	Initials	Remarks
	Purchasing Officer	<i>Q</i>	
	Public Works Director	<i>AA</i>	
	Finance Director	<i>cy</i>	
	Borough Attorney	<i>NS</i>	
	Borough Clerk	<i>BSP for Item</i>	

**ATTACHMENT (S) :** Fiscal Note: Yes X No       
 Analysis Sheet (1p)  
 Scope of Work (2p)

**SUMMARY STATEMENT:** On May 13, 2022, the Matanuska-Susitna Borough Purchasing Division issued a solicitation requesting bids from qualified contractors to supply Bulk Sodium Chloride for winter road maintenance purposes. Goods purchased will support the Public Works Department across all assembly districts.

In response to the advertisement, one bid was received. Award recommendation is being made to Bering Marine Corporation as the lowest responsive and responsible bidder based on Total Bid Amount.

Deliveries may begin after July 1, 2022 but must be completed no later than September 30, 2022.

In accordance with MSB 3.08.170(B), Administration requests authority to modify the resulting contract completion date by 30 days for unforeseen circumstances.

The Public Works Department, Operations & Maintenance Division will be administering the contract.

**RECOMMENDATION OF ADMINISTRATION:** Award of **BID NUMBER 22-149B** to **BERING MARINE CORPORATION** for the contract amount of **ONE MILLION TWO HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$1,247,400.00)** to **PURCHASE SODIUM CHLORIDE.**

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: June 21, 2022

SUBJECT: Award of bid number 22-149B to Bering Marine Corporation for the contract amount of \$1,247,400.00 to Purchase Sodium Chloride.

ORIGINATOR: Purchasing

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED <u>1,247,400.00</u>	FUNDING SOURCE <u>RSAs</u>
FROM ACCOUNT # <u>RSAs 4XX.XXX</u>	PROJECT #
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Murrell</u>	CERTIFIED BY:
DATE: <u>6/7/22</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		<u>1,247.4</u>				
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other		<u>1,247.4</u>				
TOTAL		<u>1,247.4</u>				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

Chagenne Hensell

6/8/22

**~PRELIMINARY RESULTS~**

MATANUSKA-SUSITNA BOROUGH: PURCHASING

**BID OPENING ANALYSIS SHEET**

22-149B Purchase Sodium Chloride

<b>BIDDER</b> <i>Bering Marine Corp</i>				
Signed Bid Form – <b>REVISED by Addendum #1</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Receipt of Addendum - #1		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Guarantee		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>TOTAL BID AMOUNT</b>	<b>TOTAL BID AMOUNT</b>	<b>TOTAL BID AMOUNT</b>
1.	Provide, deliver and offload Sodium Chloride per specifications	\$ <i>1,247,400.00</i>	\$	\$

  

<b>BIDDER</b>				
Signed Bid Form – <b>REVISED by Addendum #1</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Receipt of Addendum - #1		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Guarantee		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>TOTAL BID AMOUNT</b>	<b>TOTAL BID AMOUNT</b>	<b>TOTAL BID AMOUNT</b>
1.	Provide, deliver and offload Sodium Chloride per specifications	\$	\$	\$

**RECOMMENDATION:** ALL BIDS ARE TAKEN UNDER ADVISEMENTTuesday, May 31, 2022  
DATE  
PURCHASING OFFICER  
PURCHASING REPRESENTATIVE\_\_\_\_\_  
PURCHASING REPRESENTATIVE\_\_\_\_\_  
PROJECT MANAGER\_\_\_\_\_  
WITNESS\_\_\_\_\_  
WITNESS\_\_\_\_\_  
WITNESS

AM 22-079



**SPECIFICATIONS/SCOPE OF WORK  
BID 22-149B**

**PURCHASE SODIUM CHLORIDE**

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General Comments

The purpose of this project is to supply Bulk Sodium Chloride (5,890 cubic yards) for winter road maintenance purposes for the Matanuska Susitna Borough (MSB), Public Works Department, Operations and Maintenance Division and shall conform to the specifications herein. All material will be void of foreign matter such as wood, plastic and gravel. Foreign material in any load may be grounds to reject all material. Hard lumps of salt are also unacceptable. Sodium Chloride provided in super sacks will also be acceptable.

General Provisions

**Pricing:** Bid prices must include delivery, weighing fees, off-loading at the final destination and any other associated costs.

**Compliance Test:** Current certified lab test results confirming that the product offered is in compliance with the specifications must be submitted within ten days upon request, if not submitted with bid. The bidder's failure to submit the test or the failure of the test to meet the bid specifications will cause the MSB to determine the bidder non-responsive and reject the offer.

**Acceptance Test:** At any time after award and prior to shipment, the MSB may test samples of the items offered for inspection and evaluation. If testing is performed at an independent lab, the contractor will be notified of the laboratory's location and contact information. The test will use appropriate test methods as described in the "Specifications" to determine if the product offered meets the requirements. The contractor may observe testing performed by the MSB if requested in writing and submitted with the sample.

If the product fails to meet the specifications, the MSB will, at its option, cancel the contract. In no instance will the MSB pay any cost associated with the remedy for the defective product. The MSB's acceptance of tested product may not be interpreted as evidence that the product meets specifications at the time of delivery.

**Rejection or Payment Adjustment:** Product may be rejected if it fails to conform to specifications. If at any time the product fails to meet specifications, the MSB shall, at its option, cancel the contract or allow the contractor to replace the defective product. In no instance shall the MSB pay any cost associated with the remedy of the defective product received. The return shipment of refused product will be solely at the Contractor's expense with no additional cost the MSB.

In addition and at its option, the MSB may consider a cost adjustment from the contractor in lieu of replacement product. The cost reduction shall be based on the MSB's assessment of damages as a result from sampling and testing. If the product's sodium chloride content purity level fails to meet specifications and falls below 95 percent, the MSB may adjust payment in accordance with the following table:

Percent of Sodium Chloride	Percent Payment of Unit Bid Price
95.0% to 100%	100%
93.0% to 94.9%	95%
91.0% to 92.9%	90%
90.9% and Below	75%

Work Description

**Delivery:** Deliveries will be made to the Central Landfill located at 1201 North 49<sup>th</sup> State Street, Palmer, Alaska.

Bulk deliveries must be protected from the weather and securely covered during shipment. Uncovered or unprotected deliveries exposed to the elements may be rejected at the contractor's expense.

**Liquidated Damages for Late Delivery:** Late delivery will cause the MSB to suffer damages. Actual damages will be difficult to assess, therefore, it is mutually agreed that the contractor will pay the MSB damages at the rate of \$100.00 per occurrence for each calendar day beyond the delivery date called for in the specifications.

**Measurement:** Measurement will be via cubic yards.

AM 22-079

**Weigh Tickets:** The MSB requires proof of deliveries whereas; weigh tickets must be presented to the receiving on-site personnel for signature at the time of delivery. Only computer generated weigh tickets from State or MSB certified weigh scales will be accepted. For each delivery made, the weigh ticket must clearly identify the destination/delivery location, the truck and driver, the gross weight, tare weight of each vehicle used in the delivery. Handwritten tickets will not be accepted. All associated costs shall be the contractor's responsibility.

**Liquidated Damages for Failure to Provide Certified Weigh Ticket:** Failure to produce a certified weigh ticket at time of delivery shall result in liquidated damages at the rate of \$100.00 per occurrence.

Deliveries shall be begin after July 1st, with all deliveries completed by September 30, 2022.

Material Specification

**SODIUM CHLORIDE: TYPE 1 –Bulk**

Must meet the requirements of the most current revision of AASHTO M143, Type I, Grade 1 and shall be obtained from natural deposits or man produced. Minimum 95% NaCl chemical composition. Maximum water content at delivery to FOB Point shall not exceed 3% based on dry weight. Delivered in "bulk" form or super sacks.

Sieve Size	Percent passing by weight
1/2" (12.5mm)	100%
3/8" (9.5mm)	95% to 100%
No. 4 (4.75mm)	20% to 90%
No. 8 (2.36mm)	10% to 60%
No. 30 (0.600mm)	0% to 15%

Any variation of the above specification must be approved by addendum and requested prior to Deadline for Questions as stated in the advertisement.

**Inspection of Material:** Delivery of the material that meets or exceeds the specifications is the sole responsibility of the contractor. The MSB reserves the right to inspect the material at any time and at any place. In inspecting the material, the MSB will use generally accepted practices.

If the MSB inspects the material at the time of or after delivery and the material fails the inspection, the contractor shall be required to remove the material or immediately bring the material up to specifications. In addition, the contractor will be required to reimburse the MSB for the cost of the initial failed inspection and subsequent inspection required to determine if the material has been brought up to specifications.

**Invoices:** The contractor will provide the MSB with a true and correct consolidated invoice. The invoice will list the delivery tickets, arrayed in numerical order and/or have copies of the delivery tickets attached. The invoice shall be such the MSB can readily identify each delivery ticket, the amount of material received, location of delivery, the unit price and the total for all delivery tickets by delivery location. The format of the invoice must be such that it does not hinder processing by the MSB. Otherwise, it will be declared a contested invoice.

In addition, the contractor shall supply copies of delivery tickets, on demand by the MSB, for audit of comparison purposes.

AM 22-079