

**INDIANA DEPARTMENT OF TRANSPORTATION (INDOT)
SPECIFICATIONS & SPECIAL PROVISIONS
2004/2005 SALT BID**

****SPECIAL PROVISIONS****

1.0 SCOPE OF WORK

The work to be performed consists of furnishing and delivering sodium chloride to various locations throughout Indiana for use in winter maintenance operations. Sodium Chloride will be in accordance with applicable provisions of the 1999 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications Effective Date 3/1/04, and all applicable rules and regulations at the federal, state and local levels.

2.0 SPECIFICATIONS

Sodium Chloride shall be rock salt conforming with the requirements of AASHTO M 143, Type I Grade I, with a moisture content not exceeding 2 percent. Sampling shall be as set out in the INDOT manual entitled, "Manual for Frequency of Sampling and Testing and Basis for Use of Materials, Revised, September, 2002." The rapid test method referenced in this manual shall be used for both routine acceptance testing and for resolution of disputes concerning chemical composition. Material not complying with these requirements shall be paid for at a reduced price as set out under "Deductions" in the Special Provisions (See Section 8.0). All material furnished shall be chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

3.0 INSPECTION

All Sodium Chloride delivered will be visually inspected at time of delivery and samples taken for laboratory analysis of gradation, purity and moisture content in accordance with INDOT Manual for Frequency of Sampling and Testing and Basis for Use of Material, Revised, September, 2002. These procedures are described in the Special Provisions.

4.0 REJECTION

Any material delivered which contains lumps, foreign matter or free water shall be rejected. In the event the material has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the vendor within 48 hours of notification of rejection. *Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each day the salt remains on INDOT property.*

5.0 DELIVERY

A. Routine Deliveries Beyond Early Delivery Final Date

Vendor shall make delivery in trucks with solid or waterproof tarps to stockpile locations within any Sub-District and/or Toll Road location for which it has received Award of Contract. Delivery shall be completed within seven (7) working days after placement of order. *For each working day that delivery extends beyond this 7-day limit, 200 dollars will be deducted from any money due the Vendor, not as a penalty but as liquidated damages.* Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders made for each purchase order.

The vendor shall provide addressed postage paid post cards, or other approved means, so that each District and the Toll Road can provide verification for each telephone order. Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the District Director, the Sub-District Manager or the Toll Road District Coordinator. No payments will be made for any load for which a delivery ticket, signed by an Indiana Department of Transportation representative, cannot be produced.

B. Early Delivery Period

The vendor shall furnish and deliver the *Early Storage Requirements* at the locations listed on the attached sheets at all salt storage buildings or outside storage areas on or before October 15, 2004 in the LaPorte, Ft. Wayne and Toll Road Districts and on or before November 1, 2004 for the Crawfordsville, Greenfield, Seymour and Vincennes Districts. *For each calendar day that early storage requirements for each bidding unit are not complete after the time specified, 200 dollars will be deducted from any money due the vendor, not as a penalty but as liquidated damages.*

Delivery tickets for all deliveries shall indicate gross, tare and net weights, locations of stockpile from which shipment is made, and point of delivery. Any deliveries made from INDOT's "dedicated stockpiles" (see below) will also include the term "INDOT Pile" on the ticket. Weights will be checked at random for accuracy of the delivery ticket weights. The Indiana Department of Transportation reserves the right to require any truck to go to the nearest available certified scales to check weights at no additional cost to the Indiana Department of Transportation.

6.0 BASIS OF PAYMENT

Bids will be received on the attached bid forms. The Indiana Department of Transportation (including Toll Road District) will take delivery of salt for each bidding section at the unit price bid for that section. For the purposes of this contract bidding section will be considered the same as a Purchase Order area. The quantities shown are estimates only and may be adjusted at the option of the Indiana Department of Transportation. The Indiana Department of Transportation guarantees to purchase at least eighty (80) percent of the total estimated tons for each bidding unit and vendor shall guarantee to have available one hundred fifty (150) percent of this amount. Any additional material needed beyond 150 percent will be by mutual agreement of the parties, including the price thereof.

7.0 INVOICING

The vendor(s) shall invoice the Indiana Department of Transportation by way of one (1) invoice per month for each subdistrict location where business has been transacted. Each of the ten locations of the Indiana Toll Road shall also receive a separate invoice once per month. Invoices shall itemize the month's activities for that subdistrict/location. Payments shall be made in arrears in accordance with Indiana law.

8.0 DEDUCTIONS

After testing sodium chloride, deductions will be made for non-compliance with specifications on the following basis:

A. CHEMICAL COMPOSITION

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up).

A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 94 percent through 90 percent and \$2.00 (two dollars) per ton for each percentage point from 89 percent through 85 percent. Material with purity less than 84.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

B. * MOISTURE

If the moisture content exceeds 2 percent, the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

$$\text{Weight to be paid for} = G \frac{104-2(m)}{100}$$

G=Gross weight of material (wet).

M=Percent of moisture to the nearest 0.5 percent based on oven dry weight.

C. *GRADATION

Sieve Sizes	Percents Passing
½ in. (12.5 mm)	100
3/8 in/ (9.5 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (0.60 mm)	0-15

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

ADJUSTMENT POINTS FOR GRADATION Sieve Size

Adjustment Points	½ in. 12.5 mm	3/8 in. 9.5 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 30 0.60 mm
For each 1.0% up to 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0
For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	6.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

The minimum required number of tests will be as set out in "INDOT Manual for Frequency of Sampling and Testing and Basis for Use of Material, Revised September, 2002. Samples will be taken by or under the supervision of a representative of the department. All materials being used are subject to inspection, test, or rejection at any time.

Where the Indiana Department of Transportation determines that a sample does not meet specifications in chemical composition, moisture and gradation, the following shall be the method of determining the final price per ton: First, tons eligible for payment shall be calculated as noted in Section B. Moisture.

Second, a deduction, as specified above, will be made for gradation failure. Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below 84.5 percent at which time the entire amount will be paid for as snow and ice abrasives as noted in Section A.

9.0 REQUIREMENTS FOR LOADING

The following special provisions apply to all Indiana Department of Transportation salt storage sites, except where noted on the Special Provision pages. They do not apply to political subdivisions (city, town, county or local government) which may use pricing secured under this bid for their purposes. Please note on the bid sheets that three (3) bid prices are required, one for delivery only (per ton), another for loading only (per ton) and the third for both delivery and loading. The State retains the option of accepting or rejecting any or all bid prices.

- A. "Loading" shall mean placement of salt in the Department's designated storage buildings, with equipment and labor furnished by the vendor or the vendor's contracted hauler. Loading shall be directly from truck to storage building, by way of loading equipment, and salt shall not be placed on the ground outside a building prior to loading in the building. See Section E.
- B. Loading equipment shall be provided by the vendor or the vendor's contracted hauler, which shall be capable of fully loading storage buildings. The vendor may review specific sites, during normal weekday work hours (7:30 a.m. – 3:30 p.m. local time), in order to determine equipment required. Loading equipment should include conveyors and/or slingers (Seymour District Only), or other equipment as approved by the Department.
- C. Failure to load salt in the Department's salt 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 "loading price 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 a storage building. Such a departmental order shall be the only reason for not deducting liquidated damages for salt not loaded into buildings.
- D. Conveyor loaded salt shall not impact on the salt building except designed retaining wall. No salt is allowed on the covering structure. If the salt building is loaded beyond retaining wall, vendor will at his expense unload/remove all salt from the covering structure. Vendor will notify INDOT immediately if he believes amount of salt ordered is more than the building is designed to hold.

E. Delivery tickets must be marked by the Department as:

"Loaded" to indicate full payment for delivery and loading as bid. (This represents placed in building.)

"Delivered" to indicate material delivered but not loaded resulting in the deduction for liquidated damages above. (This represents dumped without permission.)

"Delivered - No Deduction" to indicate that the Department required delivery outside a storage building. (This represents dumped with permission.)

"INDOT Pile" to indicate salt which has been ordered from the district's dedicated pile. (This notation should be in addition to the other applicable terms listed above.)

The vendor is required to provide delivery ticket in the format that contains the above terms to facilitate faster actions.

F. Salt shall not be unloaded on the ground or outside of a storage building without specific order of the Department.

G. The vendor will be responsible for any damage to the salt shed resulting from improper piling of salt. Further, the vendor may be required to move any material improperly stacked.

10. DEDICATED STOCKPILE

INDOT will solicit bids, which provide for a "dedicated stockpile" of salt for each of three districts, to include Greenfield, Seymour and Vincennes districts. For three districts, the purpose of the dedicated stockpile will be to ensure that INDOT has an adequate salt delivery during the worst winter scenarios when, historically, industry supplies have been short or transportation systems have failed.

The dedicated pile for a given district will be located on the vendor's property or terminal. The pile will be located within the applicable geographic boundaries for each district. Orders will be pulled from the pile at the discretion of the district Operations Engineer. Salt that is provided through this service should be priced at the standard price per ton for the district. A separate fee for the service will compensate the vendor for handling the salt in the manner proposed.

Only three districts will participate in the program. The program will not apply to the other four districts.

The pile shall be built and maintained as a separate, identifiable pile from the rest of the vendor's inventory.

For individual orders, the district Operations Engineer will dictate whether or not salt will be a "standard delivery" or whether it will be pulled from the "INDOT Pile" (dedicated stockpile) for that district. Unless specifically noted in the manner below, the vendor should assume a delivery to be standard.

A delivery from the dedicated stockpile will be treated as a special circumstance; the vendor will normally receive both a phone call and a fax confirmation of such an order. Orders from the dedicated pile will also result in the words "INDOT Pile" printed on the weigh ticket. No salt will be removed from the dedicated pile without the consent of the Operations Engineer.

Salt contained in the dedicated pile shall always be available for immediate shipment/delivery. If INDOT desires to pick up the salt with its own trucks to meet its needs, it will pay for salt under a separate "pick-up" price to be submitted with the normal delivered and loaded price.

The dedicated pile quantities for the three districts are shown on a separate form. The quantity of salt in the pile will be a part of the total purchase order quantity for the district as stated in the standard pricing forms. INDOT agrees to buy the salt stored in the dedicated pile as part of its commitment to purchase 80% of the target quantity; however, INDOT will not take possession of the salt in the stockpile until it has been ordered and delivered under the individual ordering procedures normally used for acquiring salt. At that time, payment will be made at the stated price per ton.

The total tonnage figure represents a one-time quantity to be depleted over the course of the contract. INDOT will not request that additional quantities of salt be added to the pile.

The pile will be in place for each awarded district by the Early Fill Date. INDOT agrees to have all salt from the dedicated pile removed from the vendor's property and transported to its storage facilities by May 1, 2005.

INDOT may request that the vendor transport salt to any or all subdistricts; no breakdowns can be given regarding specific subdistrict quantities given the "emergency" nature of the pile.

As mentioned above, pricing will be a price "per ton" equal to the standard price. An up front fee will be paid to the vendor for the excess costs of the pile. This fee will cover any and all costs associated with building, maintaining and/or administering a separate pile, including environmental costs. The fee will be a part of the total bid calculation for the district, and will be paid out at the time of Early Fill delivery.

The pile shall be maintained with the same care and attention given the rest of the vendor's normal stockpiles at the location, including appropriate tarping, etc. In all cases, the salt delivered from the designated pile will be subject to the same testing, standards, and penalties with regard to moisture, gradations, etc. The vendor will provide for scales to accurately weigh the quantity of salt picked up, should INDOT choose (under pressing circumstances) to transport the salt with its own vehicles.

11.0 Definitions and Terms

For the purposes of this contract, calendar day and work day shall be defined as:

Calendar Day. Every day shown on the calendar.

Work Day. A calendar day, exclusive of Saturdays, Sundays and State recognized legal holidays.

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS 1999

SECTION 913 - MISCELLANEOUS

913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASHTO M 143. Rock salt shall be used for de-icing purposes. Either rock salt or evaporated salt may be used for stabilization.

12.0 BID BOND

A Bid Bond in the amount of \$25,000.00 will be required with all bids. The Bid Bond will be held for liquidated damages if the bid is withdrawn before the award is made.

13.0 PERFORMANCE BOND

A Performance Bond equal to 50% of the awarded amount of the contract shall replace the Bid Bond at the time of award. The Bid Bond and Performance Bond shall be made payable to the Treasurer of the State of Indiana. Such bonds shall be executed by a surety authorized to do business in the State of Indiana as approved by the Insurance Department of the State of Indiana.

14.0 FAILURE TO MEET OBLIGATIONS

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

15.0 AWARD OF CONTRACT

Contract will be awarded to the lowest responsive and responsible bidder per district location. The low bidder shall be determined based on the combined total of "delivered price per ton" plus "loading price per ton". Loading price should be listed separately on the bid.

INDOT may elect to have salt delivered and not loaded at certain times during the contract. In such instances, salt will be provided at the "delivered price per ton."

Delivered Price:	Represents Price of Salt Dumped
Loading Price:	Represents Loading Price Alone
Total:	Represents the Sum of Delivered & Loading Price

Example:

DELIVERY PRICE/TON	LOADING PRICE/TON	TOTAL PRICE/TON
a	b	a + b

16.0 INFORMATION FOR BIDDERS

The following attachments found in the bid may be subject to change at any time.

- * Salt storage locations as presently established in each Sub-District.
- * Names, addresses, and phone numbers of District and Sub-District personnel.

17.0 ADDITIONAL INFORMATION ON LOADING EQUIPMENT

The following are the loading methods the districts have chosen for their respective areas. These methods will be used as outlined below:

1. Crawfordsville: No slinger Loading; conveyor loading only.
2. Fort Wayne: No slinger Loading; conveyor loading only.
3. Greenfield: No slinger loading; conveyor loading only.
4. LaPorte: No slinger loading; conveyor loading only.
5. Seymour: Slinger or conveyor is acceptable by Seymour District.
6. Vincennes: No slinger loading; conveyor loading only.
7. Toll Road: No slinger loading; conveyor loading only.

Indiana Department of Transportation reserves the right to reject vendor loading if the price is unacceptable.

18.0 Bid Options for Fiscal Year 2005

1. An optional bid for slinger loading is requested for the Seymour District. INDOT will select one of the following two options: conveyor loading or slinger loading.
2. An optional bid for solar salt is requested for the Vincennes District. The specifications for the requested solar salt will match the regular salt specifications in the areas of Purity, Moisture, and Gradation. INDOT will select one of the two options; rock salt or solar salt.
3. An optional bid for storage requirements is requested for the Greenfield District. The option requires storage of 80% of the total Greenfield quantity less early fill (41,150 Tons) to be stored within the boundaries of the Greenfield District. The 5,000 ton dedicated pile would not be included in this option. All other specifications remain the same. INDOT will select one of the two options; 5,000 ton dedicated pile or 80% storage in the Greenfield District.