

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS900115	OPENING DATE (1:00 p.m.) July 14, 2014	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC040	BID NOTICE DATE 06/11/2015	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: SALT: TREATED ICE REMOVAL, BULK & ICE REMOVAL, BULK AS SPECIFIED HEREIN TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>09/01/2014</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/2016</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract Number RS900414, effective approximately September 01, 2014. The terms and conditions referenced on page 1 of this bid will also become a part of Contract Number RS900414.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

ESTABLISHED BUSINESS: To be considered responsive the Bidder must, at the time of Bid submission, be an established business with adequate facilities, equipment, and trained personnel necessary to perform the work in this ITB. Bidder must have, at a minimum, 2 years of experience supplying treated salt to a governmental agency with a similar size and scope to this ITB. Documented proof may be required upon request by the Office of Procurement Services.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: For the Treated Ice Removal Bulk Salt on Price Schedule A, multiply the "Estimated Annual Usage" by the "Unit Bid Price" listed in the bid to arrive at a total for each line item. For counties that do not report an "Estimated Annual Usage", the quantity of twenty-two tons (22 tons=minimum truck load quantity) will be used for evaluation purposes only. For each county listed on pages 11 through 13, there may be separate line item awards made. Bidders are eligible to receive awards of multiple line items providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the line items.

For the participating agency on Price Schedule C/Ice Removal Rock Salt (Not Treated) on page 15, this will be a line item award to the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the item.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible bidder by each line item.

MINIMUM ORDERS: The minimum order for participating agencies listed on pages 11 through 13, and 15 will be 22-25 tons. A copy of the freight invoice is to be provided upon request.

Unit Bid price "Price Per Ton" for these items listed on pages 11 through 13, and 15 shall include freight.

MINIMUM ORDERS-FREIGHT CHARGES: For purchase orders placed that are less than the minimum order of 22-25 tons per order, transportation charges will be prepaid and added to the invoice by the Contract Vendor to the delivery location designated by the ordering agency.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within seven (7) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder should submit descriptive literature of the supplies or services being offered as part of their bid submission. The literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Failure to provide literature within the listed timeframe may deem the bidder non-responsive.

The Bidder should include, with the bid, a page indicating the product data number and/or the product description number of the Treated Ice Removal Salt - example: (product data/description # XXXXXX), location(s) of the Treated Ice Removal Salt being offered in the bid. In addition, where indicated in the specification pages of this bid, bidders should submit published data sheets for each product bid. The data sheet should list a general description of the item and a typical chemical and sieve analysis of the product.

PRODUCT SAMPLES: The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

One sample, no less than 1/4 pound, and sealed in a poly bag or other appropriate container may be requested for each type of water softening salt and ice removal salt bid. Samples shall be properly labeled (showing the product data or product description number), and sent to State Purchasing, 4200 Surface Rd., Columbus, OH 43228-1395. Mark Samples: - GDC040 – Salt Bid.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES: (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Alice Ewing

AUTOMOBILE LIABILITY INSURANCE: Contractor will indicate, by checking the appropriate box(es) below, the mode of transportation applicable to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased, or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on State property to make deliveries or to perform services.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid response. Failure to complete this page may deem your Bid not responsive.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION:

A. SCOPE:

The state of Ohio has requirements for various types and uses of salt. This requirement is delineated into two (2) classifications.

B. CLASSIFICATIONS:

1. Treated Ice Removal Rock Salt
2. Ice Removal Rock Salt

II. APPLICABLE DOCUMENTS:

A. The following documents within the scope of this contract and latest revisions thereof, apply to this contract, for testing of these products.

1. American Water Works Association (AWWA) B200-07 Sodium Chloride
2. Federal Specifications O-S-1926
3. Standard Specification for Sodium Chloride, ASTM D 632-01
4. Standard Specification for Wire Cloth and Sieves for Test Purposes, ASTM E 11-04, Table 1
5. Pacific Northwest Snowfighters (PNS), Pre-Treatment Agent

III. GENERAL REQUIREMENTS:

- A. If requested by The Office of State Purchasing prior to award, bidders are to submit a "Material Safety Data Sheet" designed to meet OSHA requirements pursuant to any hazardous effect, which may be caused due to any chemical compound and/or formulation of the item being bid.
- B. "Material Safety Data Sheets" must also be sent, by the successful contractor(s), with all initial shipments going to various destinations as ordered after contract award.
- C. If the chemical composition of the compound being bid does not contain any hazardous effect, the contractor must so indicate on the "Material Safety Data Sheet".

IV. REQUIREMENTS:

A. Treated Ice Removal Compound:

General: For definition purposes, Treated Ice Removal Salt is defined as Regular Road Salt, Type 1, Grade 1, ASTM-D-632-01 pretreated with an approved liquid deicing agent. The Treated Ice Removal Salt will depress the effective working temperature, decrease corrosiveness of the overall compound as well as prevent leaching of the treating solution. Treated Ice Removal Salt furnished under this contract shall meet requirements as outlined in the specifications below. Anti-caking agents are not required in regular road salt that is used for Treated Ice Removal Salt.

1. Rock Salt - This salt, to be used for ice removal must meet or exceed the requirements of ASTM Standard D-632-01, Type I, Grade 1.
 - a. Rock Salt must contain a minimum of 95.0% Sodium Chloride.
 - b. Rock Salt must meet the sieve analysis in Table 1.
 - c. Rock Salt must contain Prussiate of Soda, anti-caking agent for bulk shipments.

SPECIFICATIONS (Cont'd.)Table 1:

Sieve Size	Amount Passing
1/2"	100 %
3/8"	95 - 100 %
No. 4	20 - 90 %
No. 8	10 - 60 %
No. 30	0 - 15 %

Requirements: The quality and grading of the salt shall conform to ASTM-D-632-01 for Type 1, Grade 1 material. At the time of delivery to the customer the salt shall not contain more than 1.5% moisture, and it shall be free of lumps, aggregations, and foreign matter and be free flowing. The salt shall always maintain free flowing characteristics. The sodium chloride content shall be a minimum of 95%.

2. Pre-Treated Agent – This liquid deicer is applied to the Regular Road Salt defined above must meet the following specification:

- a. Pre-Treatment Agent - A corrosion inhibited pre-treating agent with a minimum of 24% magnesium chloride. An approved corrosion inhibited/treated salt blend that has been treated with a magnesium chloride based product will satisfy this requirement. This pre-treated agent must be on the Pacific Northwest Snowfighters (PNS) list of approved products (<http://pnsassociation.org>).
- b. Corrosivity - The pre-treating agent shall have a corrosion value at least 70% less than that of Sodium Chloride when tested by the National Association of Corrosion Engineers Standard TM-O1-69 as modified by the PNS.
- c. Color – Products shall be dyed as part of the original manufacturer's production process. Acceptance of undyed product will be at the discretion of the ordering agency/customer.

3. Treated Salt

- a. Sodium Chloride – The resulting treated salt shall be not less than 91.2% sodium chloride. The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6 modified).
- b. Application Rate – One (1) ton of salt mixed with seven (7) gallons, plus or minus (+/-) one-half (1/2) gallon of approved pre-treated liquid. The application rate shall be tested in accordance with the Treated Salt – Liquid Treating Agent Content (modified PNS – Test Method “A”).
- c. Leaching - Properly stored product (covered or inside) shall not have objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.
- d. Moisture Content: - At the time of delivery to the agency/customer, the moisture content shall be less than 4.0% when tested by the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (re E 534 modified).

B. Ice Removal Compound:

1. Rock Salt - This salt, to be used for ice removal must meet or exceed the requirements of ASTM Standard D-632-01, Type I, Grade 1.
 - a. Rock Salt must contain a minimum of 95.0% Sodium Chloride.
 - b. Rock Salt must meet the sieve analysis in Table 2.
 - c. Rock Salt must contain Prussiate of Soda, anti-caking agent for bulk shipments.

Table 2:

Sieve Size	Amount Passing
1/2"	100 %
3/8"	95 - 100 %
No. 4	20 - 90 %
No. 8	10 - 60 %
No. 30	0 - 15 %

SPECIFICATIONS (Cont'd.)V. INSPECTION AND TESTING:

Any shipment may be examined by the agency for evidence of foreign materials, prior to acceptance of delivery. If the shipment is unacceptable, the Contractor must remove the shipment from the institution and replace the shipment within twenty-four (24) hours, at no additional cost to the State.

In the event the shipment of treated salt is used that fails to meet specification requirements, a deduction will be made from the Contract price as follows:

- A. Chemical Composition - For each 0.1 percentage point deficiency in sodium chloride content, a deduction of one percent (1%) of the Contract price per ton will be made, except if the sodium chloride content is found to be less than 85 percent, at which time the Treated Salt may be rejected. Treated Salt that is rejected and not used shall be removed by the Contract Vendor, at their expense, and immediately replaced with product that conforms to specification at no additional cost to the purchaser.
- B. Condition - For Treated Salt received in a lumpy condition or leaches when properly stored, which requires reprocessing by the agency in order to make it usable, a deduction in payment will be made in an amount equal to the cost of reprocessing work done by the purchaser in order to put the Treated Salt in usable condition. All actual costs will be itemized and submitted to the Contract Vendor for payment.
- C. Moisture Content - For Treated Salt received and accepted at the delivery location point containing four percent (4%) and up to four and one-half percent (4-1/2 %), a five percent (5%) deduction in Contract price will be made. An additional deduction of three percent (3%) in Contract price will be made for each 0.1 percent of moisture content in the Treated Salt in excess of four and one-half percent (4-1/2 %).
- D. If the Contract Vendor makes three or more deliveries of Treated Salt with moisture contents exceeding five percent (5%) to a contracted maintenance area, that maintenance area may request the Department of Administration (Admin) to cancel the Contract Vendor's award for the area. If Admin does cancel the Contract Vendor's award for that area, the next interested low responsive vendor will be awarded the Contract for the affected delivery points. If there are any cost differences for subsequent purchases (between the first and next interested low responder), the State will charge the full increase in cost and handling, if any, to the defaulting Contract Vendor. If product is ordered on the open market and there is a cost difference between the actual price and the defaulting Contract Vendor's price, the State will charge all actual costs, if any, to the defaulting Contract Vendor.
- E. All deductions will be made from payments due to the Contract Vendor. If there is an outstanding balance due from the Contract Vendor, and there are no open invoices available to make deductions from, the Contract Vendor will issue a check to the customer for the balance due. The Contract Vendor may be ineligible to receive awards on any future solicitations until reimbursement and reconciliation has been completed for liquidated damages or other costs incurred by the State due to the Contract Vendor's non-performance.

VI. SHIPMENT AND DELIVERY:

- A. All deliveries must be FOB Destination to the agency/customer, freight prepaid. Including unloading of the bulk salt. The contract price must be the delivered price, irrespective of any off-loading requirements.
- B. No deliveries may be made without prior notification to the agency/customer. Deliveries must be made Monday through Friday between the hours agreed upon the agency/customer and the Contract Vendor.
- C. All loads must be covered. The Contract Vendor must furnish covers on trucks of sufficient size, weight and good condition, to protect the load from moisture and loss of material in transit. Loads not covered may be rejected or subject to a 20 percent deduction to the Contract Price on the tonnage shipped if the ordering agency accepts the shipment.
- D. All bid/contract pricing will be offered with off-loading requirements of Dump Truck delivery only. Other off-loading requirements may be requested and must be noted when ordering by the agency. Off-loading requirements must be noted on the purchase order by the ordering agency, and should be billed in accordance with Price Schedule B if load is not being delivered by the use of Dump Truck.
- E. Conveyer Deliveries. In the event that the Contract Vendor does not use conveyor unloading for those sites requesting conveyer unloading, a deduction of 10 percent will be made from the contract price. In addition, any costs incurred by agency/customer to move the salt to the storage facility will be charged back to the Contract Vendor. This will include, but is not limited to, any actual costs for equipment, labor, transportation charges and any applicable taxes.

SPECIFICATIONS (Cont'd.)

- F. Holiday Schedule. In the event of predicted or existing severe bad weather conditions during an official State holiday the Contract Vendor must provide product and service within 24 hours notification. The Contract Vendor will provide agencies with a list of emergency personnel that can be contacted and who will be responsible for coordinating deliveries during holidays.

The following is a list of the State holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas

- G. All bulk shipments of treated salt must be accompanied by certified weight certificates, listing both the gross and tare weights.
- H. The maximum allowable percent of under or over shipment is 10% of the amount shown on the purchase order.
- I. The net weight of the packaged product must not deviate, from the recorded weight, by more than 2.5% plus or minus.
- J. Verification of Weight: The State reserves the right to check any bulk shipment of salt at any nearest certified weighing scale. It is the sole responsibility of the institution to weigh the shipment of salt at the nearest certified scale to verify the accuracy of the weight stated on the delivery ticket as and when deemed necessary.

In case the weight is determined to be short when compared to the delivery ticket, the institution may refuse the shipment or use the accurate weight as basis of payment. If load weight is determined to be short, the Contractor will pay any labor and re-weighing cost.

- K. Delivery shall be in accordance with instructions on purchase orders from each ordering agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Department of Administrative Services, Office of Procurement Services.
- L. Notes:
1. Pricing on tonnage will be by "short ton" = 2,000 lbs.
 2. Product Identification: Bidders are to list brand names and the product data product description number(s) of the type of salt or ice removal compound being bid. Successful contractors will be required to furnish items as offered in the bid. Any substitutions are subject to the written approval of State Purchasing
 3. The State will consider 44,000 lbs. as a truckload shipment.
 4. Bidders should identify a contact and telephone number for questions concerning shipment and delivery, if different than the information provided on page one (1) of the bid. If purchase orders are to be mailed to a different location than listed on page one (1) of the bid, bidder is to include this information with bid response.

PRODUCT INFORMATION
TREATED ICE REMOVAL BULK SALT

PRODUCT INFORMATION:	SPECIFY COLOR:
PRODUCTS SHALL BE DYED AS PART OF THE ORIGINAL MANUFACTURER'S PRODUCTION PROCESS (PAGE 8 OF SPECIFICATIONS)	

PRICE SCHEDULE – A
TREATED ICE REMOVAL BULK SALT

Estimated Annual Usages were formulated from data received from State Agencies and Cooperative Program Members. This data is provided for bidding purposes only. Usages may vary during the duration of this contract. For counties that do not report an "Estimated Annual Usage", the quantity of twenty-two tons (22 tons=minimum truck load quantity) will be used for evaluation purposes only.

BID PRICING FOR OFF-LOADING REQUIREMENTS OF DUMP TRUCK DELIVERY ONLY.

ALL BID PRICES MUST BE FOB DESTINATION, FREIGHT INCLUDED WITH THE UNIT BID PRICE.

NUMBER	COUNTY	ESTIMATED ANNUAL USAGE (TONS)	UNIT BID PRICE (DUMP TRUCK/TON)	MINE LOCATION
1.	Adams	22	\$ _____	
2.	Allen	75	\$ _____	
3.	Ashland	22	\$ _____	
4.	Ashtabula	22	\$ _____	
5.	Athens	22	\$ _____	
6.	Auglaize	22	\$ _____	
7.	Belmont	200	\$ _____	
8.	Brown	25	\$ _____	
9.	Butler	22	\$ _____	
10.	Carroll	22	\$ _____	
11.	Champaign	500	\$ _____	
12.	Clark	25	\$ _____	
13.	Clermont	22	\$ _____	
14.	Clinton	100	\$ _____	
15.	Columbiana	22	\$ _____	
16.	Coshocton	22	\$ _____	
17.	Crawford	22	\$ _____	
18.	Cuyahoga	7000	\$ _____	
19.	Darke	1200	\$ _____	
20.	Defiance	22	\$ _____	
21.	Delaware	22	\$ _____	
22.	Erie	22	\$ _____	
23.	Fairfield	500	\$ _____	
24.	Fayette	22	\$ _____	
25.	Franklin	2250	\$ _____	
26.	Fulton	22	\$ _____	

PRICE SCHEDULE – A (Cont'd)
TREATED ICE REMOVAL BULK SALT

NUMBER	COUNTY	ESTIMATED ANNUAL USAGE (TONS)	UNIT BID PRICE (DUMP TRUCK/TON)	MINE LOCATION
27.	Gallia	22	\$ _____	
28.	Geauga	25	\$ _____	
29.	Greene	1400	\$ _____	
30.	Guernsey	22	\$ _____	
31.	Hamilton	100	\$ _____	
32.	Hancock	22	\$ _____	
33.	Hardin	25	\$ _____	
34.	Harrison	22	\$ _____	
35.	Henry	22	\$ _____	
36.	Highland	22	\$ _____	
37.	Hocking	22	\$ _____	
38.	Holmes	22	\$ _____	
39.	Huron	150	\$ _____	
40.	Jackson	22	\$ _____	
41.	Jefferson	5000	\$ _____	
42.	Knox	100	\$ _____	
43.	Lake	1500	\$ _____	
44.	Lawrence	22	\$ _____	
45.	Licking	22	\$ _____	
46.	Logan	22	\$ _____	
47.	Lorain	22	\$ _____	
48.	Lucas	750	\$ _____	
49.	Madison	75	\$ _____	
50.	Mahoning	25	\$ _____	
51.	Marion	200	\$ _____	
52.	Medina	100	\$ _____	
53.	Meigs	22	\$ _____	
54.	Mercer	22	\$ _____	
55.	Miami	22	\$ _____	
56.	Monroe	22	\$ _____	
57.	Montgomery	425	\$ _____	

PRICE SCHEDULE – A (Cont'd)
TREATED ICE REMOVAL BULK SALT

NUMBER	COUNTY	ESTIMATED ANNUAL USAGE (TONS)	UNIT BID PRICE (DUMP TRUCK/TON)	MINE LOCATION
58.	Morgan	22	\$ _____	
59.	Morrow	22	\$ _____	
60.	Muskingum	75	\$ _____	
61.	Noble	22	\$ _____	
62.	Ottawa	125	\$ _____	
63.	Paulding	22	\$ _____	
64.	Perry	22	\$ _____	
65.	Pickaway	22	\$ _____	
66.	Pike	22	\$ _____	
67.	Portage	150	\$ _____	
68.	Preble	22	\$ _____	
69.	Putnam	22	\$ _____	
70.	Richland	75	\$ _____	
71.	Ross	30	\$ _____	
72.	Sandusky	24	\$ _____	
73.	Scioto	45	\$ _____	
74.	Seneca	22	\$ _____	
75.	Shelby	22	\$ _____	
76.	Stark	22	\$ _____	
77.	Summit	2500	\$ _____	
78.	Trumbull	25	\$ _____	
79.	Tuscarawas	22	\$ _____	
80.	Union	600	\$ _____	
81.	Van Wert	250	\$ _____	
82.	Vinton	22	\$ _____	
83.	Warren	22	\$ _____	
84.	Washington	22	\$ _____	
85.	Wayne	2650	\$ _____	
86.	Williams	822	\$ _____	
87.	Wood	2740	\$ _____	
88.	Wyandot	25	\$ _____	

PRICE SCHEDULE – B
TREATED ICE REMOVAL BULK SALT

WILL CALL DELIVERIES - In the event that the agency/customer desires to pick up the order, the purchaser will be responsible for coordinating the time and place for pick up by the Contract Vendor.

All pick up locations will be considered and awarded at the discretion of the Department of Administrative Services, Office of Procurement Services.

Will call deliveries will not be a component of the evaluation process and award of this contract.

PICK UP LOCATION(S) AND ADDRESS	PRICE PER TON	SPECIAL ORDERING AND/OR PICK UP REQUIREMENTS – PLEASE NOTE:
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	

ADDITIONAL COST OF ALTERNATE METHODS OF OFF-LOADING TREATED ICE REMOVAL SALT, BULK

In the event that an agency may have off-loading requirements other than Dump Truck Delivery, the procuring entity will be responsible for specifying this information when placing the order. Additional off-loading requirements will be considered and awarded at the discretion of the Department of Administrative Services, Office of Procurement Services.

*Off-loading requirements other than Dump Truck Delivery, will not be a component of the evaluation process and award of this contract.

ADDITIONAL COST PER TON

PILER \$ _____/TON

CONVEYER \$ _____/TON

(EXAMPLE: Additional cost of off-loading requirements with a Piler is at \$1.00/ton. Agency orders 100 tons. 100 tons x 1.00/ton = \$100.00 for Piler delivery added to total order from Price Schedule A)

PRICE SCHEDULE – C
ICE REMOVAL ROCK SALT

ALL BID PRICES MUST BE FOB DESTINATION, FREIGHT INCLUDED WITH THE PRICE PER TON.

Facility	Description	Required Packing	Off-loading Requirements	Est. Annual Usage	UOM	Price Per Ton	Mine Location
Kent State University – Tuscarawas	Ice Removal Rock Salt	Bulk	Dump truck / open tailgate	75	Tons	\$ _____	

EXHIBIT 1 – STATE OF OHIO COUNTY MAP

