

SPECIFICATIONS

Evaporated Salt (Bulk), Treated and Untreated

1. CONTRACT SCOPE/OVERVIEW: This Invitation for Bid (IFB) 6100053551 (identified here and in the other documents as the “Contract”) is being issued by the Pennsylvania Department of General Services (DGS) and will cover the requirements for Commonwealth of Pennsylvania (Commonwealth) Agencies for Evaporated Salt (Bulk), Treated and Untreated, with the Pennsylvania Department of Transportation (PennDOT) being the primary user. In addition, Local Public Procurement Units (COSTARS), as defined by the Commonwealth Procurement Code, may use this contract in accordance with the COSTARS Provision contained within the contract terms and conditions.

2. TERM OF CONTRACT: The Contract shall commence on the Effective Date as noted on the fully executed contract, but no earlier than October 1, 2021, and will expire on July 31, 2023.

3. OPTION TO RENEW: The contract or any part of the contract may be renewed for a maximum of three (3) additional one (1) year terms upon mutual agreement between the Commonwealth and the Supplier(s). DGS reserves the right to renew any and or all supplier contracts. Non-renewed contracts may be competitively re-bid.

4. BIDDING INFORMATION: Bidders must enter bid pricing into the attached Evaporated Salt Bid Sheet (Attachment A) and submit it along with the bid response. Bidders will be requested to submit pricing by County or Facility as listed on the bid sheet.

The following documents are required to be completed and attached with your bid. These are in addition to any other requirements to submit documentation within the bid specifications. Bids may be rejected for failure to return required documents.

- Attachment A – Evaporated Salt (Bulk) Bid Sheet in **Excel** format. Do *not* provide in PDF format. **Failure to return this document or to return it without bid pricing will result in the bid being rejected.**
- Attachment B - State of Manufacture Chart (Reciprocal limitations Act GSPUR-89)
- Material Safety Data Sheet
- Label or literature detailing what product is being bid for each item
- Attachment E– Supplier Contact Information
- Attachment F – Lobbying Certification Form
- Attachment G – Iran Free Procurement Certification Form
- COSTARS Program Election to Participate form (if applicable)
- Copy of active DGS Certified Small Business certification (if applicable)

5. METHOD OF AWARD: Award will be made by line item, to the lowest responsive and responsible bidder, based on the delivered price per ton. Bid prices are evaluated at the base unit of measure listed on the bid sheet for each line item. All items bid must meet material specification as stated in these Specifications. PennDOT line items are identified by County only and awarded by County. All other Commonwealth agency facilities will be identified by Facility Name and County (Example: SCI-Phoenix); and will be awarded by facility.

6. SPECIFICATIONS: All products bid under this Contract must conform to the following material specifications:

Treated – **Attachment C – (Brine) Evaporated Salt Specifications**

Untreated – **Attachment D – (Evaporated) Salt Specifications PCID 1085**

7. QUALITY CONTROL: The Supplier is required to maintain quality control during the production and shipment of material. Documentation outlining the Supplier's quality control program may be requested by the issuing office at any time during the life of the contract.

8. MINIMUM ORDER: The minimum order for this contract is 22 tons.

9. DELIVERY: All deliveries shall be F.O.B. destination to any location within the county where the Supplier is awarded. Delivery shall be made within 7 business days after receipt of purchase order/document. The Supplier is required to notify the PennDOT County Maintenance Manager or Department/using entity personnel at least forty-eight (48) hours prior to intended delivery date and time.

All deliveries of salt are required to be protected by waterproof covering throughout the shipping process. The Department/using entity may reject unprotected shipments.

For reference purposes, the PennDOT plant location listing is attached. These locations are subject to change and the Commonwealth reserves the right to add, delete and/or alter locations, as necessary.

10. EMERGENCY DELIVERY PROVISION: In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the Supplier for any county in which the emergency of disaster is officially declared shall attempt to provide continuous twenty-four hour service as directed by the Commonwealth. For the purpose of maintaining necessary communications and services, the Contractor shall designate, on Attachment E – Supplier Contact Information, a primary and if available, a secondary emergency contact person or title. The Contractor guarantees that the persons so designated will be available throughout the emergency.

11. ADDITIONAL DELIVERY REQUIREMENTS: Each facility may require specific delivery instructions and truck requirements. Suppliers shall coordinate with each facility and comply with each facility requirements for delivery as requested.

For deliveries to SCI Camp Hill - Deliveries will occur twice a week (Tuesday & Friday) delivering an average of 10 tons each trip. Deliveries will range from 3 to 7 tons delivered directly into each of the three below ground brine storage tanks. Delivery trucks must be equipped with a gate chute or similar device in order to pour the salt directly into a 24" manhole and storage tank.

All deliveries are to be made prior to 1200 hours on Tuesdays and Fridays. All deliveries of salt are required to be protected by waterproof covering throughout the shipping process. The Department may reject unprotected shipments. All deliveries are required to utilize the institution's scale upon arrival and departure for recording of the gross and the net total weight of each delivery by the institution's weigh master.

The supplier will advise the institution's water plant operator of the delivery dates for the next month.

12. SECURITY CLEARANCE: For deliveries to State Correctional Institutions, all suppliers who utilize regular delivery transportation will have to submit clearance checks through the original supplier, for all drivers (regardless if delivery is inside or outside of the fence). Common carriers will not be required to render clearance checks, however are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (windows closed and doors locked), sign in at warehouse and wait for further directions from correctional staff.

13. SHIPMENT: Suppliers are required to use their own bill of lading, which contains a statement indicating that "this material has been tested and meets the required specifications." The form shall also include:

- SAP Purchase Order Number
- Purchase Order Line Item Number
- Plant Supplier Code (Producer, Name and Location)
- Stockpile or Producing Plant Location
- Company Laboratory Report Number
- Consignee, Name and Location

- Lot Number
- Material Type/Class/Number (SAP)
- Date and Time Ticketed
- Unique Truck ID
- Mass (Weight), Gross, Tare, Net
- Running Daily Total in Tons of material being transported by Purchase Order Line Item Number
- Name and license number of Licensed Public Weighmaster (signature or e-signature)

14. PENNDOT E-TICKETING INITIATIVE (PILOT): Supplier participation is on a voluntary basis. If a supplier opts to participate, they will coordinate set-up and management of their e-ticketing solution directly with PennDOT.

i. DESCRIPTION - This work is providing an electronic ticketing system for deliveries or pick-up of salt material to a project or stockpile to report individual and cumulative loads of material.

ii. MATERIAL - The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system software and hardware must prevent alteration of the data inputs from the scales. For acceptance on a project, stockpile or picked-up the electronic ticket must contain the following information:

- SAP Purchase Order Number
- Purchase Order Line Item Number
- Plant Supplier Code
- Material Type/Class/Number (SAP)
- Date and Time Ticketed
- Unique Truck ID
- Mass (Weight), Gross, Tare, Net
- Running Daily Total in Tons of material being transported by Purchase Order Line Item Number
- Name and license number of Licensed Public Weighmaster

iii. MAINTENANCE -

(a) Maintenance Requirements.

1. Electronic ticketing system requirements will comply with DGS contract terms. Include details for how supplemental paperwork and certifications will be delivered to PennDOT.
2. Incorporate shipment information into the PennDOT electronic Construction and Materials Management System (eCAMMS).
3. Incorporate the electronic ticket system process into the Contractor's applicable QC Plan.
4. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon; e-ticketing submissions must also be sent between the producer and PennDOT.
5. Provide access to the electronic ticketing system to personnel identified by SAP role.

(b) Data Deliverables.

1. Provide to the Representative a means to gather report summaries by way of iOS apps or web browser in real-time. Provide an available space for the Representative to add comments pertaining to the material on each ticket. Record the user's name for all entered and updated information.
2. Provide access to all ticket information in a CSV or Excel file to PennDOT.

iv. MEASUREMENT AND PAYMENT – Incidental for all costs related to providing the electronic ticketing system and all equipment required for the reporting process. Include all quality control procedures.

15. WEIGHING: On all shipments originating outside of the Commonwealth of Pa, certified weight slips from the supplier (shall have the point of origin the fill, or Plant) must accompany each truckload. Shipments originating within the Commonwealth of PA must be weighed by a licensed public weigh master and accompanied by a certified weight slip. An electronic digital measuring device is acceptable if a source has the capability in its scale. The scale used requires approval by the Pennsylvania Department of Agriculture, Bureau of Rides and Measures Standards, or tested and approved by a scale repair service having testing capabilities with appropriate weights and procedures as contained in Scale Code NIST Handbook 44. The NIST codes can be found at: <http://www.nist.gov>

The awarded Supplier is responsible for the preparation of accurate weight slips, certification attesting to the accuracy of the weights recorded, and assuring conformance with PennDOT Publication 408 or **latest version**, section 107.23(b). The online Publication 408 may be found at: <http://www.dot.state.pa.us/Internet/Bureaus/pdDesign.nsf/ConstructionSpecs408and7?readForm>

Weighing by PennDOT's weigh team is not required. The Supplier shall provide a corrected billing or provide the material at no charge to compensate for any weight in excess of 3% that was invoiced, but not received by the Agency. Within 30 days of notification by the Agency, the Supplier shall provide the District Executive or (assigned Agency representative) a written description of the corrective actions and safeguards and the time when they were implemented.

16. PRICE ADJUSTMENT: The Supplier's initial bid price will remain firm through December 31, 2021. From that point forward, contract prices will be adjusted (up or down) on the first business day in January, April and October of each year to offset the volatility of the fuel costs associated with the contract. The adjustment in fuel cost is calculated by comparing the diesel price derived from the weekly OIL PRICE INFORMATION SERVICE (OPIS), PADD 1 REPORT with the established contract base diesel price.

The amount of the price adjustment will be the actual variance between the selected OPIS diesel price and the established contract base diesel price.

The base diesel price and the monthly diesel price are derived from the OIL PRICE INFORMATION SERVICE (OPIS), PADD 1 REPORT published weekly except last weeks in June and December by United Communications Group, Bethesda, MD. Telephone (301) 816-8950.

The Base Price Calculation is as follows:

Base Price (cts/gal ULS-No2) = (Harrisburg Avg + Philadelphia Avg + Pittsburgh Avg)/3

The scheduled contract diesel price adjustments will use the same formula but will be calculated using OPIS data that was in effect on the last Monday of the previous month, for each month the contract adjustment is permitted (January, April, and October). Because the OPIS report will not be published during the last week in December, the data reported the week prior will be used.

If the result of the selected weekly OPIS diesel price is greater than the established contract base price, an upward price change will be issued. If the result of the selected weekly OPIS diesel price is less than the established contract base price, a downward price change will be issued.

A Change Notice to the contract will be posted to incorporate the price change and change all contract awarded prices for deliveries on or after the effective date of the price change. If an order is placed and a price adjustment occurs prior to delivery, the order shall be billed at the price that was in effect at the time the order was placed.

The base price for ULS-No2 diesel under this contract is \$2.2175 as calculated using the OPIS PADD 1 report data effective Monday, June 14, 2021.

(Reference: OPIS PADD 1 Report, dated 06/14/2021, ULS B2 Bio-Diesel Fuel Price)

Harrisburg - \$2.1841
Philadelphia - \$2.1856
Pittsburgh - \$2.2829

Avg. of the 3 cities: \$2.2175

It is the intent of the Commonwealth to have price adjustments become effective on the first business day of the scheduled month. This date may vary slightly due to unforeseen circumstances. The official effective date will be listed on the change notice.

17. ADDITIONAL MATERIALS: Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the Using Agency. In the event that DGS determines that the additional line item should be added, DGS will contact all contractors who have been awarded a contract as a result of this procurement and request pricing of the new item. Award of the new item shall be based upon the lowest price received from the responding contractors.

Any new line items will be subject to the same price adjustment criteria as identified in these Specifications.

18. INVOICING: The PA Office of the Budget has initiated an E-Invoicing program that enables vendors to submit invoices via email. Submitting invoices via email enables vendors to save printing and postage costs, paper supplies, and mailing time needed to transmit paper invoices. The program's guidelines are available on the E-Invoicing website, located at www.budget.pa.gov/programs/pages/e-invoicing.aspx.

19. POST AWARD ADMINISTRATION: The Contractors performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the Contractors' performance shall be evaluated on an annual basis. Contractors may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing Contractor performance reviews, discussion of issues either party may have concerning the Contract or to evaluate the overall progress of the Contract. The meetings will be held quarterly, semi-annually or annually at the discretion of the Department of General Services, or upon special request of the using agencies.

20. INQUIRIES: Direct all inquiries concerning this Invitation to Bid in writing with the subject heading of "Evaporated Salt Bid 6100053551" to:

Michelle L. Scott
Commodity Specialist
DGS Bureau of Procurement
555 Walnut Street, 6th Floor Forum Place
Harrisburg, PA 17101-1914
(717) 703-2942
Miscott@pa.gov