



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

SPECIFICATIONS

**Sodium Chloride (Bulk Road Salt)
Invitation for Bid No. 6100053321**



SPECIFICATIONS 2021-2022
Sodium Chloride (Bulk Road Salt)
Solicitation No. 6100053321

I. GENERAL REQUIREMENTS

1. **SCOPE:** The Commonwealth of Pennsylvania, Department of General Services, is issuing this Invitation for Bid (IFB) for Sodium Chloride (Bulk Road Salt) for Commonwealth agencies and pre-registered COSTARS members. In addition to this Specifications document, the following documents are incorporated as exhibits and are made part of these Specifications.

On March 19, 2020, the Governor’s Office issued a General Purchasing Ban to limit spending of goods or services that are not critical to operations. The issuing agency has determined through its internal approval processes that this solicitation is absolutely critical to operations and does not violate the Governor’s General Purchasing Ban. Additionally, the issuing agency conducted due diligence via positive vendor affirmation that there is sufficient competition due to the prevalence of telework allowing a preponderance of suppliers to have access to respond to the solicitation. The Commonwealth’s electronic bidding systems can be accessed via teleworking by the Commonwealth and suppliers due to the phased reopening of counties across the Commonwealth.

Exhibit 1	Sodium Chloride (Bulk Road Salt) Estimates 2021-2022
Exhibit 2	Reverse Auction Package <ul style="list-style-type: none"> • Attachment A – Intent to Participate • Attachment B – Final Reverse Auction Bid Sheet
Exhibit 3	Initial Reverse Auction Bid Sheet
Exhibit 4	Small Diverse Business Participation Information
Exhibit 5	Veteran Business Enterprise Participation Information
Exhibit 6	Small Diverse Business Participation Submittal
Exhibit 7	Veteran Business Enterprise Participation Submittal
Exhibit 8	Model Form of SDB/VBE Subcontractor Agreement
Exhibit 9	Manufacturer Guarantee Form
Exhibit 10	Specifications for Sodium Chloride
Exhibit 11	Sample Report
Exhibit 12	Contractor Point of Contact Form
Exhibit 13	PennDOT Plant Locations
Exhibit 14	Map of PennDOT Districts and Counties
Exhibit 15	COSTARS Program Election to Participate
Exhibit 16	GSPUR-89 Reciprocal Limitations Act Requirements
Exhibit 17	Iran Free Certification Form
Exhibit 18	Lobbying Certification Form

This IFB is comprised of sixty-seven (67) lots with each lot representing an individual county within the Commonwealth. A breakdown of Sodium Chloride estimates for 2021-2022 for each county for Pennsylvania Department of Transportation, COSTARS members, and other Commonwealth Agencies is set forth in Exhibit 1 to these Specifications.

The Commonwealth, as part of this solicitation, will be utilizing a Reverse Auction to secure competitive market pricing while maintaining or improving quality. Specific information regarding the auction is contained in the Reverse Auction Package, which is attached to and made part of this solicitation as Exhibit 2. In order to participate in the reverse auction, Suppliers must

agree to the terms and conditions contained within the Reverse Auction Package, including, but not limited to, individual supplier training provided by the Department of General Services.

2. **SMALL DIVERSE BUSINESS (SDB) AND VETERAN BUSINESS ENTERPRISE (VBE)**

PARTICIPATION: ~~The Department's Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract specific participation goals for SDBs (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability Owned Business Enterprises, and Service Disabled Veteran Owned Small Business Enterprises) and VBEs (which include Veteran Owned Small Business Enterprises and Service Disabled Veteran Owned Small Business Enterprises). Information related to the SDB and VBE participation, goals, and compliance are set forth in Exhibits 4 and 5, respectively.~~

~~Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. The goals that have been established for this Project are set forth below:~~

~~SDB—11%
VBE—3%~~

~~In addition to other mandatory responsiveness requirements set forth elsewhere in this IFB, to be eligible for award, a Bid must:~~

- ~~1. Contain a completed SDB Participation submittal, which is attached as Exhibit 6 to these Specifications, and additional required documentation; and either (a) agree to meet the SDB participation goal in full or (b) receive an approved GFE waiver from any unmet portion of the SDB participation goal; and~~
- ~~2. Contain a completed VBE Participation submittal, which is attached as Exhibit 7 to these Specifications, and additional required documentation; and either (a) agree to meet the VBE participation goal in full or (b) receive an approved VBE waiver from any unmet portion of the VBE participation goal.~~

~~The Model Form of SDB/VBE Subcontractor Agreement can be found in Exhibit 8 to these Specifications.~~

~~**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle a Bidder to receive credit towards the SDB participation goal or the VBE participation goal.**~~

3. **BIDDING INFORMATION:** The Commonwealth is requesting bidders submit bids for Sodium Chloride (Bulk Road Salt). Do not enter pricing on the electronic Invitation for Bid, rather Bidders must enter initial bid pricing into the attached Initial Reverse Auction Bid Sheet and submit it along with the bid response.

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

- Intent to Participate Form, Attachment A to the Reverse Auction Package
- GSPUR-89, Exhibit 16 to these Specifications
- One (1) original completed Excel Initial Reverse Auction Bid Sheet, Exhibit 3 to these Specifications. Do *not* provide in PDF format. Must be Excel format
- Contractor Point of Contact Form, Exhibit 12 to these Specifications
- Material Safety Data Sheet
- COSTARS Program Election to Participate form, Exhibit 15 to these Specifications
- Copy of active DGS Certified Small Business certification (if applicable)
- Manufacturer Guarantee, Exhibit 9 to these Specifications (if applicable)
- Quality Control Plan (follow instructions in specifications)

~~In addition to the above referenced documents, a failure to submit the following documents shall result in the bid being determined to be non-responsive:~~

- ~~• Small Diverse Business Submittal packet~~
- ~~• Veteran Business Enterprise submittal packet~~

Following the completion of the reverse auction, Suppliers must submit to the issuing office, a Final Reverse Auction Bid Sheet, Attachment B to Reverse Auction Package.

The attached Excel Initial Reverse Auction Bid Sheet has two tabs. The first tab contains the Initial and Winter fill price submittal by County. The second tab covers the Supplier stockpile pick-up pricing.

Tab 1 County Bid Sheet: Reflects 67 counties. You can select any/all Counties to bid on, however, in order to be considered for participation in the subsequent reverse auction for a specific county, pricing must be submitted for that county on the Initial Reverse Auction Bid Sheet.

Tab 2 Stockpile Pick Up Pricing: Pick up pricing to unrestricted supplier stockpiles. These prices will not be part of the reverse auction or used in evaluations for award. Pick up pricing is fixed for the initial term of the contract.

4. **SDB and VBE Goal Information Session:** The Commonwealth has made significant changes to the SDB and VBE requirements, and failure to meet these requirements may result in your proposal being deemed nonresponsive. Therefore, the Issuing Office will hold an SDB and VBE Goal Information Session for this IFB which we highly recommend you attend. The purpose of this Session is to provide an overview of the IFB and SDB and VBE Participation submission instructions. Offerors may ask questions in accordance with I.4 IFB-009.1 Questions (February 2012) of this IFB. Bidders may also ask questions during the Session, however responses provided during the Session are **not official** until the question is submitted in writing to the Issuing Officer.

The location, date, and time of the SDB and VBE Goal Information Session are as follows:

SDB and VBE Goal Information Session – Via a virtual presentation on Thursday June 16, 2021 at 1:00 PM EDT.

An RSVP to the SDB and VBE Goal Information Session is due via email to John Jones at jotjones@pa.gov by Tuesday June 15, 2021 at 2:00PM ET. Once the RSVP has been received and processed, a follow-up email will be sent to the requestor with the online meeting invitation.

5. **METHOD OF AWARD:** Notwithstanding the language contained in the Terms and Conditions regarding the method of award (III.2 III-IFB-006.1b), the Commonwealth intends to award by line item/County set forth in this IFB to the lowest responsive and responsible bidder resulting from the Reverse Auction. The Commonwealth reserves the right to award by any or all line items/Counties based upon the pricing contained in the Initial Reverse Auction Bid Sheet if it is in the best interest of the Commonwealth regardless of the reverse auction results.
6. **TERM OF CONTRACT:** The Contract shall commence on the Effective Date no earlier than August 1, 2021 and expire on July 31, 2022.
7. **OPTION TO RENEW:** The Contract or any part of the Contract may be renewed for four (4) additional one (1) year terms by mutual agreement between the Commonwealth and the Supplier(s). The renewal may be exercised as individual or multiple year terms(s).

Renewals shall be negotiated and mutually agreed upon by the Department of General Services (DGS) and the Supplier(s). Non-renewed contracts will be competitively re-bid. Estimated requirements (quantities) for the renewal period will be provided. Upon renewal the Contract terms and conditions shall apply as the prior year. Renewal pricing will be negotiated at the base bid price per ton awarded. All negotiated renewal pricing shall be effective August 1st of the renewed contract period.

8. **QUALIFICATIONS OF BIDDERS:** Bidders must own an approved source, that is approved and listed in Pennsylvania Department of Transportation (PennDOT) Publication 35, Bulletin 15, of Sodium Chloride Type 1, Grade 1, or provide the Commonwealth with a guarantee from an approved source, that is approved and listed in PennDOT Publication 35 Bulletin 15, of supply from the owner of the approved source. For award, those bidders who do not own an approved source must furnish with their bids a Manufacturer's Guarantee Form (Exhibit 9 to these Specifications) signed by the owner of an approved source of Sodium Chloride Type 1, Grade 1 IAW, AASHTO M143 or ASTM D632. Failure to include a signed guarantee with the bid shall result in the rejection of the bid unless the bidder is offering to provide material from an approved source they own.

NO Blanket Delivery Orders are authorized on this contract.

9. **NEW SOURCES:** In the event that a new source is developed and placed in operation by an approved source already in Bulletin 15 during the life of this contract, the new source is subject to approval by PennDOT before material is delivered to users of this contract.
10. **ACCEPTANCE OF SODIUM CHLORIDE:** On the basis of certification in accordance with the current Quality Control Plan on file with PennDOT, Bureau of Maintenance and Operations (BOMO) and the specifications for Sodium Chloride Type 1, Grade 1 IAW, AASHTO M143 or ASTM D632. A current Quality Control Plan (QC Plan) shall be forwarded to the Bureau of Maintenance and Operation (BOMO) within 15 working days of Notification of Award. Failure to supply the required Quality Control Plan may result in award to the next lowest supplier. Mail to:

- **Winter Operations Section**
PA Department of Transportation
Bureau of Maintenance and Operations

400 North Street - 6th Floor
Harrisburg PA 17120

11. **SPECIFICATIONS:** Suppliers shall comply with Department of Transportation Publication 408 Section 722 – Sodium Chloride. In addition, the supplier must furnish sodium chloride from a manufacturer listed in Publication 35 Bulletin 15, and meeting the requirements Publication 408, Section 722 – Sodium Chloride. *See* Exhibit 10 to these Specifications.
12. **TESTING:** Testing will be conducted randomly by the PennDOT Laboratory. Suppliers will be notified, via certified letter, of test failures. Notification will occur on a regular basis. After a Supplier has received three such letters, their level of certification may change. The changing of the level of certification will require more frequent testing of the material being delivered and the resubmission of an updated quality control plan that address the areas of the test results where the material did not meet specification.
13. **MATERIAL SAFETY DATA SHEET:** The material safety data sheet for each product being bid shall be included with the bid proposal. Failure to include the material safety data sheet may be cause for rejection of the bid
14. **STOCKPILE INSPECTION:** The Commonwealth, at its own discretion, may inspect any awarded supplier's stockpile/storage area used to store and from which the awarded material is shipped.

The inspection may include, but not limited to the following:

- a. Are the piles of material covered properly to ensure protection from adverse weather?
- b. Proper sampling of material. Samples may be taken and forward to PennDOT Laboratory for testing for conformance to specifications listed in this contract.

If the inspection results in piles of material not being covered and/or failing test results, the awarded Supplier using said stockpile/storage area may be notified to discontinue shipping material to PennDOT locations from that stockpile/storage area.

If such notification is necessary, it shall be made by PennDOT in conjunction with DGS.

15. **STORAGE FEES:** In the event that an entity does not order and receive their required minimum quantity by July 31, 2022, they may be subject to storage fees from the awarded Supplier(s), with the following exception: In the event the total tonnage purchased for all COSTARS participants for a single Supplier equals at least 100% of the COSTARS estimates for that Supplier; the minimum requirements will be considered satisfied and the Supplier may not pursue storage charges for any specific COSTARS entity which did not meet their 60% minimum requirement.

Should an awarded Supplier elect to assess storage fees, the following conditions shall be met:

- a. Suppliers may assess a one-time storage fee at a rate not to exceed \$3.00 per ton for any remaining required tonnage being stored between August 1, 2022 and December 31, 2022.
- b. The ordering entity is only liable to receive the exact tonnage remaining to meet their minimum requirement. For example, if an entity needs 15 tons to meet their minimum, they may order, and the supplier shall deliver only 15 tons. The entity may, at their

discretion, agree to take additional tonnage if they have the storage and financial capability to do so.

Suppliers shall have the option of selling any remaining salt to another entity or outside source. Should a Supplier elect to sell the salt, the using entity shall be released from any storage fees equivalent to the amount of salt sold.

16. **REPLENISH:** PennDOT and all Non PennDOT State Agency locations reserve the right to replenish stockpiles between May 1st and July 31st of the contract period, which may exceed the established maximum quantities.

Replenishment orders for PennDOT, placed after April 30th, shall be delivered and complete within 30 business days after the awarded Supplier receives the purchase order. The minimum daily delivery requirement is 175 tons per day to a PennDOT stockpile listed on the purchase order, unless the entire quantity ordered for a stockpile delivery is less than 175 tons, in such cases the entire order for that stockpile will be delivered same day.

17. **DELIVERIES:** Each using entity will accept deliveries between the hours of 7:00 AM and 3:00 PM, Monday through Friday, except holidays, in absence of a prior agreed upon schedule. The initial fill and remainder of the season (winter fill) deliveries are shipped in accordance with the following:

- a. Department/using entity personnel must be present to receive all materials being shipped unless otherwise agreed upon. Shipments shall be made in a continuous manner so that the availability of receiving personnel is scheduled efficiently.
- b. The Supplier and or his Transportation Company shall confirm the schedule of deliveries 24 hours prior to delivery. The Supplier and or his Transportation Company shall coordinate notification of deliveries with the County Maintenance Manager / using entity or his designee prior to delivery.
- c. Deliveries any time other than weekdays between the hours of 7:00 AM and 3:00 PM will be scheduled only upon agreement and coordination with the County Maintenance Manager / using entity or his designee.
- d. Protect all deliveries of salt by waterproof covering throughout the shipping process. The Department/using entity may reject unprotected shipments.
- e. Department/using entity personnel receiving all materials should clearly note any issues regarding the material on the bill of lading whether material is received or rejected.
- f. Form CS-4171 is to be included with each delivery as referenced in the specifications of the contract and PennDOT Publication 408
- g. In lieu of providing Form CS-4171 with each delivery, awarded Suppliers must adhere to the following:
 1. The original CS-4171 for deliveries must be kept on file by the awarded Sodium Chloride Supplier and available to the Commonwealth if requested.
 2. A Bill of Lading, (BOL), is furnished with each delivery.
- h. If an awarded Supplier decides not to include Form CS-4171 with each delivery, then each BOL must contain the language required in the specifications of the contract as listed below:

1. SHIPMENT: Suppliers shall be 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)

2. INVOICE:

- In addition to the invoice requirements as listed in the specifications of the contract, the lot number of each respective delivery must be included if not already included on the BOL.

18. **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.

17. **PENNDOT PLANT LOCATIONS:** For reference purposes, the PennDOT plant location listing is attached as Exhibit 13 to these Specifications. These locations are subject to change and the Commonwealth reserves the right to add, delete and/or alter locations as necessary. For the purposes of this contract, the quantity delivered on a given day to a specific stockpile is considered a lot for delivery. A map of the counties and PennDOT districts is contained forth in Exhibit 14 to these Specifications.
18. **EMERGENCY DELIVERY PROVISIONS:** 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 Supplier shall designate on the Contractor Point of Contact Form

(Exhibit 12) a primary and, if available, a secondary contact person or title. The Supplier guarantees that the persons so designated will be available throughout the emergency.

19. **CONTRACTOR POINT OF CONTACT:** Each awarded Supplier is required to designate a point of contact person who is available to answer questions regarding the Supplier's ability to deliver the product. This person is responsible for monitoring the Supplier's supply sodium chloride, and will notify the Commonwealth of any problems meeting in-season delivery schedules before they exceed the shipping deadline. Supplier shall complete the Contractor Point of Contact Form as set forth in Exhibit 12 to these Specifications.
20. **POSTED BRIDGES:** Pennsylvania frequently reviews the structural integrity of its bridges and posts weight limits on bridges that degrade to a point that is hazardous to the traveling public. The Department shall not be held responsible for any alteration in individual shipping routes due to the posting of a bridge and the supplier is responsible for all costs associated with an altered individual shipping route.
21. **WEIGHING:** On all bulk shipments originating outside the Commonwealth of Pennsylvania, certified weight slips from the Supplier must accompany each truck. Shipments originating within the Commonwealth are 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 require approval by the department of Agriculture, Bureau of Rides and Measures Standards, or tested and approved by a scale repair service with testing capabilities with appropriate weights and procedures as contained in Scale Code NIST Handbook 44. Electronic signatures certifying the weight slip are acceptable.
The Supplier is responsible for the preparation of accurate weight slips, certification attesting to the accuracy of the weights recorded, and assuring conformance with Department of Transportation Publication 408 or latest version, Section 107.23 (b) Mass (Weight) Limits and Weighing, including the payment of liquidated damages as specified herein.
22. **INSPECTION:** (Includes PennDOT, State Agencies, and COSTARS) Because of the seasonal nature of the Commonwealth's winter program, materials received in the field must satisfy the specifications and be ready for immediate use by the Commonwealth. The use of substandard materials has a direct bearing on winter road maintenance operations. The using agency/entity will collect samples per the PennDOT Maintenance Manual, Publication 23, Chapter 4. The samples will be tested to ensure that they meet specifications. A delivery is defined as the required daily tonnage of material.

Caking: sufficient non-caking additive must be incorporated in the delivered material in order to prevent caking under normal storage conditions

Salt protection: All trucks and stockpiles other than mine locations must be adequately covered to assure the sodium chloride will be delivered in free flowing, usable condition.

Moisture content shall not exceed 2.0% by weight for stockpile delivery as determined by drying at 230+- 9 degrees F to constant weight. All material shall be covered in transit by using waterproof covering.

Material That Does Not Appear To Meet Specifications: Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash, or any other material that could reasonably be expected to interfere with the use, handling, and storage of the salt. Salt shall be received in a free-flowing and usable condition.

Materials that do not appear to meet specifications at the time of delivery the using agency/entity may reject and turn away. Samples will be taken from deliveries that do not appear to meet specification and these samples will be forwarded to the PennDOT laboratory for testing to determine whether, in fact, the material did or did not meet specifications.

If the using agency/entity accepts and uses these materials and testing later determines that the material did not meet specifications, the procedures established under the Testing paragraph of these Contract Specifications will apply. If the accepted materials are found to have met specifications, no actions are taken against the awarded Supplier.

If the using agency/entity rejects delivery of materials that do not appear to meet specifications and testing later determines that the materials in fact did not meet specifications, the awarded Supplier is deemed to have failed to make a delivery and this addressed under the Liquidated Damages provision of this contract. If, however, testing later determines that the materials did meet specifications, the Department of General Services will take no action against the awarded Supplier.

23. **LIQUIDATED DAMAGES:** (Includes PennDOT, State Agencies, and COSTARS) During the period of November 1st through April 30th deliveries that do not meet the daily delivery tonnage requirements and/or the established order completions period as stated in the Contract, shall be considered cause for interruption of the proper implementation of the Commonwealth's winter roadway safety program. The Commonwealth and the awarded Supplier, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay daily delivery tonnage requirements and/or the established order completions period specified will be \$100.00 per business day per delivery. A delivery is defined as the required daily tonnage of material. The Commonwealth and the awarded Supplier further agree that in the event of any such delay, the awarded Supplier shall pay such amount as liquidated damages not as a penalty. The Commonwealth shall be held responsible for roadways that are officially closed, obstructed, or impassable due to winter weather conditions and is required to releases the Supplier from the liquidated damages for the day(s) of obstruction to traffic.

The Commonwealth has the following option for deducting amounts due to the Commonwealth as liquidated damages:

- May deduct such from any money payable to the awarded Supplier or
- May bill the awarded Supplier as a separate item.

It is the responsibility of DGS to investigate instances of late or incomplete deliveries by gathering information from the using agency/entity and the contractor. DGS will determine whether liquidated damages are an appropriate remedy in each instance. The Commonwealth shall notify the awarded Supplier in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from the money payable to the awarded Supplier.

24. **SUPPLIER STOCKPILE PICKUP & PRICING:**

- a. This price per ton will provide the price per ton for pick-up from a Supplier stockpile location. Suppliers are to list all stockpiles and the price per ton for pick-up during the Winter Fill period. All stockpiles the supplier lists must have unrestricted access.

- b. The PennDOT County Maintenance Manager / end user or their designee must contact the awarded Supplier at least 48 hours prior to day of pick-up
 - c. Picked up materials are to be loaded in official Department trucks served on a first come, first serve basis.
 - d. The minimum order quantity for any one F.O.B. source pick-up purchase order is 22 tons.
 - e. All PennDOT F.O.B. pick-ups must have PennDOT Bureau of Maintenance Operations salt manager's approval.
25. **NON-CONTRACT PURCHASE:** The Commonwealth reserves the right to purchase Sodium Chloride from another supplier in the event the awarded contract supplier has failed to meet the delivery requirements established in this bid proposal and that failure interferes with the proper implementation of the Commonwealths' programs. Department's may process an emergency purchase requisition upon receipt of facsimile/email approval from the Department of General Service
26. **DEPARTMENT OF TRANSPORTATION, NON DOT STATE AGENCIES AND COSTARS WEEKLY & MONTHLY REPORTS:** The awarded supplier is required to send a weekly report to the DGS Commodity Specialist listed in the contract and Department of Transportation designee. A sample report can be found as Exhibit 11 to these Specifications. The Suppliers shall furnish weekly reports during the period of November 1st to April 30th. Do not include running amounts on one spreadsheet throughout the reporting period. Each weekly report shall include a tab on the spreadsheet for each week's reporting period so that at the end of the reporting period one spreadsheet will reflect a tab for each weeks reporting period and include the information below for each week reported.

Suppliers are to provide one (1) spreadsheet for PennDOT/Non PennDOT State Agencies and one (1) spreadsheet for COSTARS.

A complete list of COSTARS Members can be found on the "LPPU" tab on the estimate spreadsheet included with this bid.

Each report shall include the following data (see sample report attached as Exhibit 11 for a sample reference)

- Supplier Name
- Contract number
- Confirmation # / Purchase Order #
- Costars Member/Agency Name
- Period covered by report
- County
- Awarded Tons
- Tons Shipped to date
- Tons Shipped during Reporting Period
- % of awarded tons shipped to date
- Max % permitted by contract
- Tons not shipped to date
- % over/under Max permitted by contract
- Total cost
- Weekly shipping (tonnage rate)

- Delivery Backlog (including order date)
- Anticipated Backlog delivery date

Suppliers shall also furnish, within the first week of each new month, the previous month's total COSTARS sales (dollars & tons). This information can be provided in an email format to the issuing officer. This information shall be provided beginning the first week of September and continue through the life of the contract.

*DGS reserves the right to request reports (weekly or otherwise) prior to November 1st and/or after April 30th if deemed necessary, as well as to adjust reporting criteria as needed.

27. **INVOICING FOR PENNDOT AND COMMONWEALTH AGENCIES:** 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.
28. **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. Specific supplier performance issues may be addressed through weekly or bi-weekly conference calls, as a way to assess supplier progress.
29. **INQUIRIES:** Direct all questions concerning this proposal to the appropriate commodity specialist named herein.

John Jones, Commodity Specialist
 Department of General Services
 Bureau of Procurement
 6th Floor Forum Place, 555 Walnut Street
 Harrisburg PA 17101-1914
 Telephone: 717-346-3848
 E-mail: jotjones@pa.gov

II. PENNDOT SODIUM CHLORIDE REQUIREMENTS

30. **ESTIMATED QUANTITIES:** PennDOT has supplied estimates for this contract that reflect their needs for delivery from August 1, 2021 through July 31, 2022. It is further understood and agreed that PennDOT will purchase a minimum 75% of their estimates, and that the Supplier will provide this commodity to a maximum 130% of the Department's estimates at the awarded contract prices.

The minimum/maximum will be based on the total amount ordered by PennDOT for all counties serviced by the same vendor.

In the event that the Supplier elects to discontinue re-supply above the 130% of the estimated quantity, the Supplier shall notify DGS and PennDOT in writing of their intentions not to continue

to supply this commodity above 130%. The notification is made prior to the actual receipt quantity reaching 100% of the original estimated quantity.

31. **INITIAL FILL:** PennDOT will issue purchase orders for initial fill between August 1st and September 30th for delivery no later than October 31st of the current year.

August 1, 2021 to October 31, 2021 reflects the estimated tonnage of Sodium Chloride that may be ordered by each County Maintenance District between August 1, 2021 and September 30, 2021 for delivery no later than October 31, 2021. The amount of material estimated for the initial fill period may be decreased due to storage and/or financial constraints. If an initial fill estimated order quantity is reduced, the 75% of the total estimated order quantity will still be purchased. The minimum order quantity for PennDOT orders only is 150 tons per stockpile location unless a stockpile location has a maximum storage capacity of 150 tons or less. The minimum delivery quantity, for PennDOT only, during the initial fill period is 150 tons per stockpile per day, unless the ordered quantity is less than 150 tons, in such cases the entire order for that stockpile is delivered same day.

32. **BALANCE OF SEASON - WINTER FILL:**

Reflects the re-supply of the estimated quantity from November 1st through July 31st up to the established maximum of the original estimated quantities. These quantities are predicated on the severity of winter weather conditions and may be increased or decreased in accordance with the actual needs.

Upon completion of the initial fill each County Maintenance District may request re-supply (winter fill) of sodium chloride from their awarded Supplier on or after November 1st of the current year. Purchase Orders are to be completed by County Maintenance Districts as re-supply is needed and the Supplier will deliver within 7 business days of receipt of the Purchase Order.

The minimum order quantity for PennDOT orders is 175 tons per stockpile location; unless a stockpile location maximum storage capacity is 175 Tons or less. For the time period of November 1st through April 30th, delivery of material to PennDOT locations shall be complete within seven (7) business days after receipt of the purchase order. Orders received at the Supplier's place of business prior to 11:59 am daily are delivered within seven (7) business days of the order received date. Orders received at the Supplier's place of business after 12:00 noon are considered the next business days order, and shall be delivered within seven (7) business days of the next day. Orders placed after April 30th shall be delivered and complete within 30 business days after the awarded Supplier receives the purchase order.

All awarded Suppliers will acknowledge receipt of the winter fill re-supply order by faxing or emailing the County of Origin. The minimum delivery for the balance of season/Winter fill is 175 tons per stockpile per day, unless the ordered quantity is less than 175 tons, in such cases the entire order for that stockpile is delivered.

III. COSTARS / POLITICAL SUBDIVISION SODIUM CHLORIDE REQUIREMENTS

33. **ESTIMATED QUANTITIES:** The Supplier agrees and is bound to supply, in accordance with these Contract specifications, such quantities of Sodium Chloride as are represented by the actual requirements of participating political subdivisions. As such, COSTARS participation is mandatory. See attached COSTARS PROGRAM CLAUSE. Those Political Subdivisions that have decided to participate in the Contract have filed binding agreements with DGS that require:

- a. The Political Subdivision to purchase a minimum 60% of required quantities of Sodium Chloride, up to a maximum 140% of the tonnage requirements listed, exclusively from the Supplier; and
- b. The Political Subdivision is responsible directly to the Supplier for payment under each purchase order.
- c. In the event that the Supplier elects to discontinue re-supply above the 140% of the estimated quantity, the Supplier shall notify DGS and PennDOT in writing of their intentions not to continue to supply this commodity above 140%. The notification is made prior to the actual receipt quantity reaching 100% of the original estimated quantity.
- d. In the event the total tonnage purchased for all COSTARS participants for a single Supplier equals at least 100% of the COSTARS estimates for that Supplier; the minimum requirements will be considered satisfied and the Supplier may not pursue storage charges for any specific COSTARS entity which did not meet their 60% minimum requirement.

The Supplier acknowledges that the participating Political Subdivisions are intended beneficiaries under the Contract and are real parties in interest with the capacity to sue and be sued in their own name and without joining the Commonwealth of Pennsylvania, Department of General Services.

34. **INITIAL FILL:** COSTARS/Political Subdivisions will place orders during the initial fill period of August 1st and October 31st of the current year, for delivery within thirty (30) calendar days of receipt of the order.

August 1, 2021 to October 31, 2021 reflects the estimated tonnage of Sodium Chloride that may be ordered by each COSTARS entity between August 1, 2021 and October 31, 2021 for delivery within thirty (30) calendar days of receipt of the order. The amount of material estimated for the initial fill period may be decreased due to storage and/or financial constraints.

If an initial fill estimated order quantity is reduced, the 60% of the total estimated order quantity will still be purchased with the exception of the following language: “In the event the total tonnage purchased for all COSTARS participants for a single Supplier equals at least 100% of the COSTARS estimates for that Supplier; the minimum requirements will be considered satisfied and the Supplier may not pursue storage charges for any specific COSTARS entity which did not meet their 60% minimum requirement.”

The minimum order quantity for municipalities using this contract is 22 tons per stockpile location. The minimum delivery quantity during the initial fill period is 150 tons per stockpile per day, unless the ordered quantity is less than 150 tons, in such cases the entire order for that stockpile is delivered same day. All political subdivisions (COSTARS Members) are encouraged to have the minimum requirement (60%) delivered before November 1st of the current year.

35. **BALANCE OF SEASON - WINTER FILL:** COSTARS participants may order and receive their winter fill from November 1st through July 31st of the contract period.

The minimum order quantity for municipalities (COSTARS) using this contract is 22 tons per stockpile location. The minimum delivery is 175 tons per stockpile per day, unless the ordered quantity is less than 175 tons, in such cases the entire order for that stockpile is delivered same day with the exception of the City of Philadelphia. Deliveries to the City of Philadelphia are 10 trucks or 250 tons per stockpile per day. Delivery of material to these locations shall be complete within seven (7) business days after receipt of the purchase order unless the municipality/Political

Subdivision's stockpile capacity is less than 175 tons in which case delivery shall be completed within five (5) business days. Orders received at the Supplier's place of business prior to 11:59 am daily are considered the same business day's order. Orders received at the Supplier's place of business after 12:00 noon are considered the next business day's order.

IV. NON-PENNDOT STATE AGENCIES SODIUM CHLORIDE REQUIREMENTS

36. **ESTIMATED QUANTITIES:** There is no minimum purchase amount for the Agency estimates; however the Supplier will provide this commodity to 130% of the Agencies estimates at the awarded contract price. In the event that the Supplier elects to discontinue re-supply above the 130% of the estimated quantity, the Supplier shall notify DGS in writing of their intentions when the actual receipt quantity reaches 100% of the estimated quantity.
37. **INITIAL FILL:** Non-PennDOT State Agencies may place orders during the initial fill period of August 1st and October 31st of the current year, for delivery within thirty (30) calendar days of receipt of the order.
(August 1, 2021 to October 31, 2021) The minimum order quantity for non-PennDOT state agencies using this contract is 22 tons per stockpile location. The minimum delivery quantity during the initial fill period is 150 tons per stockpile per day, unless the ordered quantity is less than 150 tons, in such cases the entire order for that stockpile is delivered same day. All non-PennDOT state agencies are encouraged to have their stockpiles filled to capacity prior to November 1st of the current year.

DGS does not have initial fill estimates for the 2021-2022 season for non-PennDOT state agencies who wish to participate in the initial fill period. As such, those non-PennDOT state agencies wanting to participate in the initial fill program must issue purchase orders to the awarded supplier no later than October 31, 2021 for delivery within thirty (30) calendar days of receipt of order.

38. **BALANCE OF SEASON - WINTER FILL:**

The minimum order quantity for non-PennDOT state agencies using this contract is 22 tons per stockpile location. The minimum delivery is 175 tons per stockpile per day, unless the ordered quantity is less than 175 tons, in such cases the entire order for that stockpile is delivered. Delivery of material to these locations shall be complete within seven (7) business days after receipt of the purchase order unless the Agency's stockpile capacity is less than 175 tons in which case delivery shall be completed with five (5) business days. Orders received at the Supplier's place of business prior to 11:59 am daily are considered the same business day's order. Orders received at the Supplier's place of business after 12:00 noon are considered the next business day's order.