



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

SPECIFICATIONS

**Liquid Bituminous Materials
Invitation for Bid No. 6100059910**



pennsylvania
DEPARTMENT OF TRANSPORTATION



SPECIFICATIONS 2024-26
Liquid Bituminous Materials
Solicitation No. 6100059910

A. GENERAL REQUIREMENTS

1. **SCOPE:** The Commonwealth of Pennsylvania, Department of General Services, is issuing this Invitation for Bid (IFB) for Liquid Bituminous Materials for Commonwealth agencies. 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. **This contract covers materials only. Suppliers are not permitted to perform any application services.** Failure by any supplier to abide by the scope of this contract may result in the termination of their contract. For the purposes of these Specifications, the Pennsylvania Department of Transportation (PennDOT) is referred to as the “Department.” In addition to this Specifications document, the following documents are incorporated as exhibits and are made part of these Specifications.

Exhibit 1	Terms and Conditions
Exhibit 2	Liquid Bituminous Bid Sheet
Exhibit 3	Liquid Bituminous Materials 2024-2026 Estimates
Exhibit 4	Contractor Point of Contact Form
Exhibit 5	Tank Truck Schedule Form
Exhibit 6	Minimum Asphalt Content
Exhibit 7	PennDOT County by Plant Number
Exhibit 8	PennDOT County Index List
Exhibit 9	Map of PennDOT Districts and Counties
Exhibit 10	COSTARS Program Election to Participate
Exhibit 11	GSPUR-89 Reciprocal Limitations Act Requirements
Exhibit 12	Iran Free Procurement Certification Form
Exhibit 13	Lobbying Certification Form
Exhibit 14	Workers Protection and Investment Certification Form

The Liquid Bituminous Bid Sheet, Exhibit 2 to these Specifications, describes the individual line items and the applicable PennDOT district along with the products contained within. A breakdown of Liquid Bituminous Materials estimates for 2024-2026 for each county for is set forth in Exhibit 3 to these Specifications.

2. **BIDDING INFORMATION:** The Commonwealth is requesting bidders submit bids for Liquid Bituminous Materials, based on PennDOT districts. Do not enter pricing on the electronic Invitation for Bid, rather Bidders must enter bid pricing into the attached Exhibit 2 Liquid Bituminous 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.

- One (1) original completed Excel Liquid Bituminous Bid Sheet, Exhibit 2 to these Specifications. **Do not provide in PDF format.** Must be Excel format
- Contractor Point of Contact Form, Exhibit 4 to these Specifications
- Tank Truck Schedule Form, Exhibit 5 to these Specifications
- COSTARS Program Election to Participate form, Exhibit 10 to these Specifications
- GSPUR-89 Reciprocal Limitations Act Requirements, Exhibit 11 to these Specifications

- Iran Free Procurement Certification Form, Exhibit 12 to these Specifications
- Lobbying Certification Form, Exhibit 13 to these Specifications
- Workers Protection and Investment Certification Form, Exhibit 14 to these Specifications
- Copy of active DGS Certified Small Business certification (if applicable)

3. **BIDDING INSTRUCTIONS:** The attached Excel Liquid Bituminous Bid Sheet has two tabs. The first tab contains the FOB Destination requirements for each PennDOT district. The second tab covers the Supplier FOB Source pick-up pricing. When completing the bid sheets, please ensure that you complete with the following information:

Tab 1 (FOB Destination Bid Pricing) enter the following:

- Transportation price per gallon
- Material price per gallon
- Total price per gallon (Transportation + Material) – The spreadsheet will calculate automatically
- Enter the Supplier Code from the appropriate bulletin
- Supplier Name – Insert your company name
- Supplier SAP Vendor Number

Tab 2 (Source Pick-Up Bid Pricing) enter the following:

- Material price per gallon – Insert the unit price per gallon
- Enter the Supplier Code from the appropriate bulletin
- Supplier SAP Vendor Number
- Supplier Name – Insert your company name

4. **DEFINITIONS:**

- FOB Destination: Prices for FOB Destination are for delivery to any location within a given district for a given material.
- FOB Source: Prices for FOB Source are for material picked up by the Department at the supplier's unrestricted source location(s).

5. **METHOD OF AWARD:** Any awards resulting from this solicitation shall be made as follows:

- For FOB Destination line items, award will be made to the responsive and responsible bidder offering the lowest total price per gallon for the line item as set forth in Exhibit 2.
- For FOB Source, award will be made to all responsive and responsible bidders. After award, the Department will exercise its option to pick-up material, as needed, from the source representing the best value to the Department at the time an order is placed, taking into consideration such factors as, but not limited to, haul time, dual distance, availability of equipment, crew and materials. The Department reserves the right to purchase materials, FOB Source on a local basis if there are no producer sources within reasonable proximity on this contract.

Note that the Commonwealth reserves the right to reject all bids for any or all items as provided for in Section I.15, Rejection of Bids of the Terms and Conditions.

6. **TERM OF CONTRACT:** The Contract shall commence on the Effective Date no earlier than March 1, 2024 and expire on February 28, 2026.

7. **OPTION TO RENEW:** The Contract or any part of the Contract may be renewed for three (3) 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). Estimated requirements (quantities) for the renewal period will be provided upon request. Upon renewal the same Contract terms and conditions shall apply as the prior year. Non-renewed contracts will be competitively re-bid.
8. **MATERIAL SPECIFICATIONS:** Materials shall conform to and be furnished in accordance with Department of Transportation Publication 408, latest version. Material(s) shall meet the requirements of Bulletin 25, as it applies: [Pub 37 \(Bulletin 25\)](#)
9. **APPROVED MATERIAL AND SOURCE:** Materials under this contract must be furnished from a source approved by the Pennsylvania Department of Transportation, Bureau of Project Delivery, Innovation and Support Services Division, 81 Lab Lane, Harrisburg, PA 17110 prior to the time and date of the bid opening. **Identify each source of supply as the source is listed in the Department of Transportation, Bulletin 15, “Approved Construction Materials”, or bid may be rejected.**
10. **PLANT CLOSING:** The Department will permit an exception to furnish on the basis of seasonal plant closings only. Prior to winter shutdown suppliers shall give a written two-week notice to the respective District Executive(s) for each district awarded. The Department reserves the right to terminate a supplier’s contract in the event of seasonal plant closing.
11. **COLD RECYCLING INSTRUCTIONS:** MS-2/CMS-2 Cold Recycling, previously (E-4, E-5) and CSS-1H Cold Recycling, previously (E-8) Bituminous materials for use with cold recycling operations. SAP 137763 and SAP 137767.
 - Tankers delivering this product will actively participate in the operation. The tank trailer is required to have a 30,000 pound minimum capacity pintle hook installed prior to delivery. This hook will allow a milling machine to connect onto the rear of the tank trailer. The tank truck is pushed along the roadway in front of the milling machine while the bituminous material is withdrawn from the tanker. The tank truck driver is required to steer the tank truck during the unloading procedure.
 - The Department will assume responsibility for actual installation charges of the pintle hook-up to a maximum of \$200 per tanker. The bituminous supplier shall provide verification of actual cost (e.g. copy of invoice for installation). The bituminous supplier is paid only once per tanker and subsequent repairs are the responsibility of the bituminous supplier. The supplier shall not compound installation charges from District to District. A minimum of three tankers retrofitted for this operation. If additional tankers are required to meet the Department’s daily operational schedule, the installation of the additional pintle hooks will be reimbursed, when authorized by the participating district manager.
12. **COMPATIBILITY AND MIX DESIGN SERVICE:** When requested by the Department, the supplier shall provide a mix-design service for the bituminous materials that are used in a mix-paver (e.g. Moto-Paver or Midland Paver). The District or County ordering the bituminous material will contact the aggregate supplier to determine the size of aggregate sample (maximum 100 lbs.) required to formulate a mix-design. Department personnel will collect the aggregate sample and make arrangements to have the sample sent to the bituminous supplier.

The bituminous supplier will determine the most compatible emulsion type and provide the recommended mix-design stating it in both gallons per ton and percentage bitumen residue by

weight of mix. These results shall be supplied to the Department within 15 days after receipt of the aggregate sample. If and when a supplier requests and receives approval from the Department to supply oil from a supplemental source of supply, another compatibility test must be performed and is required prior to supplying this different emulsion.

When emulsions are ordered, the supplier will supply the emulsion type most compatible with the project aggregate based on compatibility testing. The District or County ordering the bituminous material will contact the supplier to determine the size of aggregate sample (maximum 25 lbs.) required to complete the compatibility testing. Department personnel will collect the aggregate sample and make arrangements to have the sample sent to the supplier.

- 13. DELIVERY INSTRUCTIONS (FOB DESTINATION):** Tank Truck shipments are FOB destination to any location within the awarded District. The supplier is responsible for delivery of material and all related equipment required for shipment. The supplier is liable for truck storage, demurrage, and layover charges where the shipping instructions issued by the Department were not complied with. If the aforementioned occurs, liquidated damages may also apply. The Department is liable for demurrage and layover charges for failure to unload tank trucks within the free time provided for unloading purposes. The Department is allowed four hours of free time for unloading materials from tank truck shipments and is liable, when at fault, for layover charges at the rate of \$20.00 per 1/4 hour exceeding the four hours free time. The supplier shall notify the Department within sixty (60) days from date of delivery in order to collect any layover charge. A 1/2 hour grace period is permitted for both the awarded supplier and the Department for delivery times and unloading times.

When the Department requests a tank trailer dropped for the convenience of the Department, the supplier may charge the Department their actual drop fee cost up to maximum of \$350 per tank trailer load for each 24 hour period or any additional part thereof. Exception: In the event the carrier is dropping a loaded tank trailer and picking up an empty tank trailer there will be no drop charge. The supplier shall provide verification of actual drop fee costs with the invoice.

Supplier may drop a tank trailer for their convenience; however the supplier shall not hold the Department responsible for a drop fee or any other additional charges.

Tank trailers should be delivered as close to, but not more than, six (6) hours prior to the pre-scheduled delivery time.

The supplier shall make deliveries in quantities specified on shipping instructions or upon written, telephone, or transmitted instructions issued by an authorized representative of the Department of Transportation. The supplier may request to confirm verbal instructions in writing. The supplier must receive all instructions at least 24 hours prior to time specified for shipment of material, Saturdays, Sundays, and holidays not included. When there is a change in shipping instructions by either party (the Department of Transportation or supplier), the initiating party shall notify the other party no later than 4:30 PM on the day preceding the date specified for delivery, Saturdays, Sundays, or holidays not included.

Prior to delivery, the awarded supplier and the District Maintenance Manager, or his designee, shall establish a mutually agreed upon lead-time for cancellation of shipments due to inclement weather or equipment breakdown (e.g. cancel notice 4 hours prior to requested delivery time). A grace period of 1/2 hour is granted from the specified delivery time for all tank truck deliveries.

The Department of Transportation will assume responsibility for freight charges incurred when returning unused portions of shipments over 200 gallons. Upon request, the supplier shall provide

verification for basis of actual freight charge-back (e.g. copy of shipper's freight bill). The Department will receive full credit for unused portions returned.

All tank trucks used in the shipment shall be clean and in good mechanical condition. Equip Tank trucks with all the facilities necessary for unloading a given shipment, including, but not limited to an adequate length of hose, or rejection may occur at the point of destination, at no expense to the Commonwealth. When requested, the supplier shall supply an engine and pump on the tank truck that the Department will pay \$30.00 per tank truckload.

All tank trucks shall be equipped with an operational thermometer to enable the receiver to verify actual temperature of material. Bituminous Material delivered by tank truck shall be within the temperature range specified on the supplier's certification that accompanies the shipment. Any material that does not meet the minimum application temperature requirements may be rejected at no expense to the Commonwealth. The Department strongly recommends the tanker and/or tank trucks have a double walled tank to maintain the thermal dynamic of the bituminous material. In addition, the supplier may be subject to liquidated damages.

The Department, at its option, may accept deliveries where material is delivered at less than the minimum application temperature, and charge the supplier \$100.00 per half hour or portion thereof, for the time required to heat material to the minimum temperature.

14. **MINIMUM ORDER:** The minimum order for FOB Source pick up is fifty (50) gallons and the material must be available within five (5) days after the receipt of the order. Department personnel shall provide the supplier with at least 48 hours' notice before all pick-ups. The minimum order for FOB Destination tank truck shipments is 5,000 gallons. The Department may elect to place an order for shipment of quantities under the minimum, but suppliers have the option of quoting an add-on charge per gallon. Suppliers must indicate their add-on charges on the Tank Truck Schedule Form, Exhibit 5 to these Specifications.
15. **OVERSHIPMENTS:** Over-shipments in excess of 5% per tank truck may be returned at no charge to the Commonwealth for either material or freight.
16. **MEASUREMENT:** In addition to the requirements of Pub 408, latest version and all supplements thereto, Section 702, the shipper's bill of lading shall, also, certify the unloaded weight of the tank truck and the full weight prior to shipment. In lieu of tare weight, the Department may consider a manually calibrated method for certifying volume of shipment.

Measurements for all classes of Bituminous Materials are based on the volume of materials at a temperature of 60 degrees Fahrenheit. The coefficients of expansion for materials per degree of temperature Fahrenheit are as follows:

Class PG 46-40, PG 58-28, and PG 64-22	0.00035
Class MC-30, MC-70, and RC-250	0.00040
Class RS-2, CRS-2, MS-2, CMS-2, SS-1h (E-8A), CSS-1h (E-8C), AET, AEP	0.00030
Class CRS-2PM	0.00030

17. **CERTIFICATION:** Suppliers, whether a liquid bituminous producer (Bulletin 15), or a bituminous mixture plant (Bulletin 41), shall furnish a written certification with each shipment indicating that the material meets the specifications and was furnished from an approved facility, prescribed as it applies in Section 702.1 of Pub.408, latest edition.

18. DELIVERY TICKET: The supplier shall furnish with each shipment an original and one copy of a Certified Delivery Ticket. In cases where computerization requires the supplier to retain the original copy, two (2) copies of the delivery ticket are acceptable, however, stamp or indicate one (1) of the copies “ORIGINAL DUE TO COMPUTERIZED OR AUTOMATIC MACHINE ACCOUNTING.”

19. LIQUIDATED DAMAGES: If any item is not delivered within the time limits specified, the delay will interfere with the proper implementation of the Commonwealth’s programs utilizing the item to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. 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 will be \$150.00 per 1/2 hour or fraction thereof, until a replacement tanker is provided for delivery, and they agree that in the event of any such delay, the awarded supplier shall pay such amount as liquidated damages and not as a penalty. The Commonwealth at its option for amounts due 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. 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 money payable to the awarded supplier. Delivery of an item which is rejected by the Commonwealth shall not toll the running of the days for purposes of determining the amount of liquidated damages.

20. SUPPLEMENTAL SOURCE OF SUPPLY: Supplier may add additional Department approved source(s) of supply in addition to the source(s) of supply originally listed on the PLANT LOCATION sheet in the bid proposal during the contract period. Requests of this nature must be submitted, in writing, to the respective District Executive(s) with no change in base price. Whether the request is approved or disapproved, the District Executive will forward the supplier’s letter and a letter signed by the District Executive to the Bureau of Construction and Materials, Materials Testing Division, and a copy of the letter to the Bureau of Maintenance and Operations, Maintenance Programs Section. Suppliers must prearrange delivery schedule with the Engineering District in sufficient time when material is furnished from the supplemental source of supply. NOTE: This applies to awards made for FOB Destination only.

21. PRICE ADJUSTMENT CLAUSE: The awarded suppliers' prices shall be adjusted monthly in accordance with the following:

The location of the Supplier’s source establishes which Zone is applicable to the Suppliers material.

The following refiners are contacted to determine the base price of a ton of PG64-22 (bitumen) and the monthly price of a ton of PG64-22 (bitumen):

ZONE 1	REFINERS	POSTING LOCATION
	NuStar	Baltimore, MD Perth Amboy, NJ Paulsboro, NJ
	Bitumar	Baltimore, MD
	Valero	Paulsboro, NJ Baltimore, MD

ZONE 3

United Refining	Warren, PA Springdale, PA Dravosburg, PA
Marathon	Floreffe, PA Cleveland, OH Canton, OH

ZONE 2

AVERAGE OF ZONE 1 AND ZONE 3 PRICES

The posted ton price of PG64-22 for the above posting locations will be averaged to arrive at the base price of a ton of PG64-22 (bitumen) and the monthly price of a ton of PG64-22 (bitumen).

The base price of a ton of PG64-22 (bitumen) for this contract is Zone 1, \$607.00/ton, Zone 2, \$593.00/ton, and Zone 3, \$579.00/ton determined November 30, 2023.

The monthly price of a ton of PG64-22 (bitumen) will be determined on the last Wednesday of each previous month.

When the monthly price divided by the base price is .90 thru 1.10, there will not be a price adjustment on the first of the next month.

When the monthly price divided by the base price is less than .90 or greater than 1.10, there will be a price adjustment effective on the first of the next month. A Change Notice to the contract is issued indicating the base price of a ton of PG64-22 (bitumen) for this contract and the price adjustment multiplier of 100%. It will also indicate the applicable monthly price of a ton of PG64-22 (bitumen) and the changed price adjustment multiplier percentage.

A Change Notice will be issued, if applicable, to indicate return to the base price of a ton of PG64-22 (bitumen) for this contract and the price adjustment multiplier of 100%.

The Department of Transportation will apply the monthly price adjustment to each specific bitumen material master (Exhibit 6) to determine the allowable price change per ton to verify Supplier's invoices. Supplier's invoices shall show the adjusted unit price based on the price adjustment in effect on the date material was delivered and/or picked up. Calculations will be retained by PennDOT Bureau of Maintenance as required.

The following is a list of Districts in each Zone:

<u>ZONES</u>	<u>DISTRICTS</u>
ZONE 1	3, 4, 5, 6, 8
ZONE 2	2, 9
ZONE 3	1, 10, 11, 12

22. PENNDOT PLANT LOCATIONS: For reference purposes, the PennDOT plant numbers and County Index listing are attached as Exhibits 7 and 8 to these Specifications. These locations are subject to change and the Commonwealth reserves the right to add, delete and/or alter locations as necessary. A map of the counties and PennDOT districts is contained forth in Exhibit 9 to these Specifications.

23. INVOICING:

- a. Submitting Invoices:** Vendor must submit one complete original invoice to the “Bill To” address on the Purchase Order and include the following items:
- 1) Mandatory Items
 - (a) Vendor Name and Address
 - (b) Purchase Order Number
 - (c) Delivery Date
 - (d) Invoice Date
 - (e) Invoice Number
 - (f) Invoice Quantity
 - i. It is very helpful if invoices reflect quantities per delivery and delivery date for each line item on the invoice. Grouping multiple day deliveries on an invoice requires the Commonwealth to determine which Goods Receipt (GR) in our system match the appropriate invoice. This can cause delays and in some cases more information requested in order to make determination.
 - (g) Invoice Gross/Total Amount
 - i. Items on invoice should be listed by unit price and extended price, and grand total due for all items on the invoice.
 - 2) Preferred Items
 - (a) SAP Vendor Number
 - (b) Purchase Order Line Item Number referenced on invoice line items.
- b. Decimals and Rounding:** Decimal places for delivery ticket quantities and invoice quantities must be limited to two places (hundredths). If the third digit is 5 or greater, round to the next highest hundredth digit place. If the third digit is less than 5, round to the next lowest hundredth digit place.
- c. Rejection of Invoices:** The Commonwealth may reject invoices which contain incomplete information, inaccurate information, are for materials or services outside of purchase order validity dates, or are believed to be duplicates. Invoice rejections will be communicated to the vendor by letter indicating the reason for rejection and corrective actions needed. Vendors can help prevent delays in payment due to rejections by ensuring all invoicing information is complete, accurate and submitted timely after delivery of service or materials.
- d. Corrected Invoices:** If a corrected invoice is required as a result of a rejection or for other reasons, it is important for timely processing that the following guidelines be followed:
1. The corrected invoice should be stamped with “Corrected Invoice” in a manner which makes it clearly visible without covering other information.
 2. The corrected invoice number needs to be labeled as such, along with the original invoice number being replaced clearly designated. Both invoice numbers are required to avoid delays in payment.
 3. A concise description of the reason for the correction should be placed on the invoice if possible. The description can be on separate attachment if necessary, but is not preferred.
- e. Duplicate Invoices:** Vendors should only submit original invoices once as described above. Multiple submissions of the same invoice will not result in faster payment. To the contrary, duplicate invoice submission will result in a delay due to increased research

needed to resolve. If you have doubts that your invoice was received please use the contact information below to verify if resubmission is needed prior to sending.

f. **Contact Information for Invoicing:**

1. For invoice status inquiries – Vendor may check payment status of submitted invoices by accessing Comptroller Office website @ <https://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>. Select the Self-Service Payment Lookup tile.
2. For other invoice questions visit the [Payable Services Center](#).
3. For questions regarding your purchase order or contract please contact the “Purchasing Agent” listed on your purchase order or contract.

24. E-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.

25. ADDITION OF LINE ITEMS: 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 suppliers 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 suppliers.

26. WORKER PROTECTION AND INVESTEMENT: Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment, and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201), included here as Attachment (E), and submitted with the bid, proposal or quote.

27. 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.

28. 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 material and ability to deliver the product. Supplier shall complete the Contractor Point of Contact Form as set forth in Exhibit 4 to these Specifications. **Suppliers have the sole responsibility to maintain and update when necessary, all contact information – especially a valid e-mail address – that is on file with DGS.**

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
Fax: 717-783-6241
E-mail: jotjones@pa.gov