

August 4, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS09469
ROCK SALT

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for the period from September 1, 2009 through August 31, 2010. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Government Support Services

3. VENDOR:

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International Salt Co., LLC	Phone: 888.388.4726 Ext.8620
655 Northern Blvd	Fax: 570.586.6463
P.O. Box 540	Contact: Barbara Henshaw
Clarks Summit, PA 18411	

4. SHIPPING TERMS:

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F.O.B. destination, freight prepaid.

5. DELIVERY AND PICKUP:

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- Delaware Department of Transportation reserves the right to pick-up the material from the vendor's facility with the Department's own trucks, or the Department's subcontractor trucks.
- Delaware Department of Transportation reserves the right to have the material delivered to the various Division of Highway Operations locations.
- If the Department chooses to have the vendor deliver the material, the prices quoted are that for which the material will be furnished F.O.B. point(s) of delivery as indicated in these provisions and include all charges that may be imposed during the life of the contract. All other stipulations and terms remain as stated below regarding meeting required delivery dates, if the Department chose the delivery option.
- However, when required to facilitate maintenance operations, delivery may be required to any highway maintenance yard.

5. DELIVERY AND PICKUP (Continued):

- The unit price bid for delivery shall include all charges for equipment and manpower required to deliver to the designated location (s) within the time period specified in section "10. SERVICE".
- In the event the contractor does not comply with the three (3)-calendar day delivery, the Department reserves the right to pick-up any tonnage not within compliance and deduct a charge for freight. See the section entitled "8. DEPARTMENT PICKUP" An authorized Department representative who will sign a delivery receipt certifying receipt of the material must receive all deliveries.
- No payment will be made unless a delivery ticket is signed by an authorized representative and is accompanied by a certified weight slip. All deliveries are to be coordinated with the District Engineer or an authorized representative.
- All deliveries will be subject to random weight verification by Delaware State Police at the delivery sites. All deliveries found to be above GVW limitations will be subject to appropriate enforcement action by Delaware State Police.
Adjustments will be made on any invoices where deliveries are found to be short-loaded.
- Delivery will be made only from Monday through Friday, 8:00 a.m. to 2:00 p.m., unless the supplier makes arrangements in advance of anticipated delivery during non-work hours.
WATERPROOF COVERING MUST PROTECT ALL SODIUM CHLORIDE IN TRANSIT.
- Delivery must be made by trucks that have undergone a thorough cleaning of the truck bed for the purpose of assuring that the sodium chloride is not contaminated by foreign material such as concrete, aggregates, soil, etc. In the event the authorized representative, at the delivery point, determines that a load of sodium chloride is contaminated, the shipment will be rejected.

DELIVERIES ARE TO BE MADE WITHIN THREE (3) CALENDAR DAYS AFTER THE CONTRACTOR RECEIVES AN ORDER, EITHER ORALLY OR IN WRITING, FROM THE USING AUTHORITY.

DEPARTMENT PICKUP - Due to Delinquent Delivery:

The Department may elect to pick up any material not delivered within three (3) calendar days. The Department must notify the contractor of its intent to do so on the nearest working day following the three (3) calendar day period.

DEPARTMENT PICKUP - By Choice:

The Department reserves the right to pick-up the material, by our trucks, or by our subcontractor trucks. The cost will be for Material only.

6. PRICING:

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LOCATION	COST/TON DELIVERED	COST/TON PICKED UP
New Castle County	65.89	65.00
Kent County	67.94	65.00
Sussex County	69.67	65.00

7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about

the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

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12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

15. TECHNICAL SPECIFICATIONS:

1.GENERAL:

The sodium chloride (rock salt or solar evaporated salt) must conform to the requirements of AASHTO C143 (ASTM D632) Type I, Grade 1. The requirements of M-143 are the standard, with additional requirements as detailed.

In the event that this material fails to meet the minimum specification, the authorized representative reserves the right to require the contractor to take whatever corrective action is deemed necessary to bring the material up to specification, or require the contractor to remove and replace that material which fails to meet specifications within three (3) calendar days of being notified, at the contractors expense.

2.ANTI-CAKING AGENT:

The sodium chloride must be treated with an anti-caking agent in sufficient quantity to prevent caking during storage. Treatment must be at the source of supply and uniformly distributed.

The approved anti-caking agent is sodium Ferro cyanide, $\text{Na}_4\text{Fe}(\text{CN})_6 \cdot 10\text{H}_2\text{O}$. Other anti-caking agents will require prior approval and certification.

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3.MOISTURE CONTENT:

Maximum moisture content is 3.0% by weight. Sampling is per M-143, 8.1 at point of delivery. Price will be adjusted for excess moisture.

Price reductions for excessive moisture shall be applied as follows: When the moisture content of the material as reported by the authorized representative is 3% or less, no price reduction will be imposed. When the moisture content exceeds 3%, the payment will be reduced on a one-for-one basis for each percentage point above 3%. That is, when the moisture is 4% the price reduction will be 1%. When the moisture is 5%, the price reduction will be 2%, etc. Moisture test results will be reported to the nearest full percentage point.

4.FLOWABILITY:

The sodium chloride must be free flowing and usable at time of delivery. Material that does not meet this requirement will be either returned or accepted at a reduced price mutually agreed upon by both the contractor and the District/Expressways Engineer.