

**Municipality Terms
DOT Contract #**

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1. GENERAL INFORMATION AND SCOPE

The Wisconsin Department of Transportation (WisDOT or DOT), through its Purchasing Unit (Purchasing), requests bids to establish a contract for the purchase of road salt for statewide use.

WisDOT will be procuring salt for all winter maintenance uses for both county and local governments in Wisconsin to provide road salt for the safety of the traveling public on Wisconsin roadways.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these Special Conditions of Bid. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, Purchasing reserves the right to delete that specification or condition of bid. Failure to meet specification requirements shall disqualify your bid.

Retain a copy of these Special Conditions of Bid for your files. Should you receive an award, these Special Conditions of Bid become your contract terms and conditions.

Definitions:

The following definitions are used throughout the RFB documents:

Agency - the Wisconsin Department of Transportation

Bidder/Contractor - a company or individual submitting a bid response to this RFB

Contractor - bidder awarded the contract

PNS - Pacific Northwest Snowfighters

Department - the Wisconsin Department of Transportation

DOT or WisDOT - the Wisconsin Department of Transportation

DVB – Disabled Veteran Owned Business

MBE - Wisconsin-certified Minority Business Enterprise

State - the State of Wisconsin

2. SALT CATEGORIES

WisDOT guarantees to purchase the quantities indicated on the Bid Price Sheet for the Early Fill and Seasonal Fill categories.

- 2.1 **Early fill** - This salt is expected to be delivered to the destination by direct transfer from a ship, barge, or rail car and not from another storage facility, especially a stockpile. Delivery dates are at the discretion of the Contractor with proper notice to the Purchaser (see Section 14C) but 75% of the early fill delivery must be completed to each location by **November 18, 2016**. 100% of the early fill must be completed by **December 2nd, 2016**. Contractor is guaranteed 100% of the quantity bid as early fill will be purchased. Contractor is obligated to deliver 100% of the quantity bid as early fill. If early fill delivery is not complete by **December 2nd, 2016**, and a later date has not been mutually agreed to, in writing, between contractor and purchaser, the purchaser may procure the salt from alternate sources. Any additional costs to purchaser for such alternate procurement shall be the liability of the contractor and may result in the purchaser invoking the performance bond, certified check, or irrevocable letter of credit. The purchaser is obligated to accept delivery of early fill salt upon proper notification by contractor (see Section 14C). When the contractor has made a good faith effort to establish delivery dates and make delivery arrangements, and the purchaser declines delivery without a later delivery date having been mutually agreed to, the Contractor can request compensation under Section 17J herein.

- 2.2 **Seasonal fill** - This salt may be delivered from a stockpile or from a ship, barge or rail car. Delivery dates are at the request of the Purchaser but delivery must be completed by **April 30, 2017**, Contractor is guaranteed 100% of the quantity bid as seasonal fill will be ordered.
- 2.3 **Vendor Reserve** - This salt may be delivered from a stockpile or from a ship, barge or rail car. Delivery dates are at the request of the Purchaser. Contractor must be able to supply the vendor reserve quantity bid during the term of the contract. The Purchaser may purchase all or part of the vendor reserve salt but is under no obligation to purchase any of it.

3. **CONTRACT TERM**

Date of award (DOT anticipates that purchase orders for state salt will happen after **July 1, 2016**) through **April 30, 2017**, with three (3) one-year renewal options. Renewals shall be negotiated on a bid line by bid line basis. Any extension must be authorized by mutual agreement of the contractor and WisDOT.

4. **QUESTIONS AND DEPARTMENT CONTACTS**

If a contractor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Purchasing Agent named below of such error and request modification or clarification of the proposal document.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to the purchasing agent shown on the bid cover sheet and below as soon as possible, but no later than **April 7, 2016**. Questions will not be addressed by telephone. Purchasing will respond to questions by issuing an official addendum, posted on VendorNet. Any correspondence or submitted documents must include the bid number

Preferred e-mail method to: Sally Maier, e-mail: sally.maier@dot.wi.gov

Upon award of the contract(s), the point of contact is the contract administrator Lisa Meinholz (608) 266-3651.

5. **METHOD OF BID**

Bidder must bid on the enclosed Bid Price Sheet specifying a unit price per ton FOB to any delivery point in each county and an extended total for each bid line for which a bid is made. The unit price shall be the cost for the early fill, seasonal fill, and vendor reserve salt. All prices must be quoted in U.S. Dollars. Bidders are **not required** to bid on all lines on the enclosed Bid Price Sheet.

Bidders shall provide a pick-up price on all lines where the bid price for delivered rock salt is provided. Pick-up prices will only be used when agreed upon by the Contractor and the Purchaser in such a case as when there is an agreed upon trucking shortage or other delivery problems.

Bidders are requested to provide pricing for Treated Rock Salt on Attachment I Treated Rock Salt - Alternative Product Pricing. Bidders are **not required** to return a bid price for the Treated Rock Salt but **must** complete and return Attachment I with the bid. Bid price sheets shall not be altered. Alteration of bid sheets may result in disqualification of bidder. If bidder does not provide pricing for treated rock salt in a county the Department reserves the option to purchase treated rock salt from an alternate bidder. The purchase of treated rock salt from an alternative bidder will not reduce the early fill or seasonal quantity of regular salt purchased from the successful bidder.

6. BID SUBMISSION

Bidders must submit an original and all required material for acceptance of their bid by the date and time listed on the Bid cover sheet. Any bids received after that time and date will be rejected. Receipt of a bid by the State mail system does not constitute receipt of a bid by Purchasing, for purposes of this RFB. Also refer to the Bid Response Instructions. Use one of the options below for return of the bid. Faxed and e-mailed bids are not accepted.

U.S. Mail:

Sally Maier
WI Department of Transportation
4802 Sheboygan Ave., Room 751
PO Box 7396
Madison, WI 53707-7396

UPS, Fed Ex, etc.:

Sally Maier
WI Department of Transportation
4802 Sheboygan Ave., Room 751
Madison, WI 53705

All bids are to be packaged, sealed, and show the following information on the **outside of the package:**

- Contractor's Name and Address
- Request for Bids Title
- Request for Bids Number
- Bid Due Date

7. BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided. Fill out and submit **one (1) original** and **two (2) copies clearly marked** by the due date and time listed on the bid cover page. Include:

- 7.1 Bid Cover (Signature) Pages
- 7.2 Addendum Cover (Signature) Page(s), if applicable to this bid request
- 7.3 Bid Price Sheet(s)
- 7.4 Contractor Information Sheet, Attachment A
- 7.5 References Sheet, Attachment B
- 7.6 MBE Program Awareness, Compliance & Action Plan, Attachment C
- 7.7 Bidder Response Sheet, Attachment E
- 7.8 Contractor Data Sheet, Attachment F
- 7.9 Depot Distribution Site Service Form, Attachment G
- 7.10 Treated Rock Salt – Alternative Product Pricing, Attachment I
- 7.11 Detailed specifications of the alternative product offered, if applicable. See Section 12 Treated Rock Salt Specifications – Alternative

Failure to provide this information with your bid submittal may disqualify your bid. WisDOT encourages all bidders to print their submission double-sided to save paper

Because of increased building security, access to the WisDOT Purchasing Office is restricted and may cause delay if hand delivering your bid. Allow ample time for security clearance to room 751.

8. METHOD OF AWARD

- 8.1 Award(s) shall be made to the lowest net unit price from a responsive, responsible bidder who meets specifications.

- 8.2 In the event the quantity of tons potentially to be awarded to the low bidder exceeds the tons that bidder represents on Attachment F Contractor Data Sheet as being available to Wisconsin, the Department reserves the right to limit the amount of tons awarded to the low bidder to that amount shown on Attachment F Contractor Data Sheet and to make the award in the manner most advantageous to the Department. Independent documentation of available tonnage may be required prior to award of the contract.
- 8.3 Costs for the use of unloading equipment (slinger, conveyor, etc.) and cost to store undelivered salt after **April 30, 2017** required on Attachment F Contractor Data Sheet will **not be** considered in determining the low bidder.
- 8.4 Any costs submitted for the Treated Rock Salt – Alternative Product Pricing, Attachment I, will **not be** considered in determining the low bidder. The pricing shall be part of the contract pricing for awarded county/counties. If low bidder does not provide pricing for treated rock salt in a county the Department reserves the option to purchase treated rock salt from an alternate bidder.

9. BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following. Respond on attached “Contractor Information Sheet” and “References Sheet”.

- 9.1 Attachment F Contractor Data Sheet must be completed in detail and be including the bid. Incomplete detail may be cause for rejection of the bid. Before the award of a contract, the contract administrator shall be satisfied that the information on the Contractor Data Sheet satisfactorily qualifies the bidder. It is the responsibility of the bidder to acquaint the contract administrator with satisfactory data if required.
- 9.2 Bidder must supply references of 3 firms to which similar products have been provided. WisDOT employees must not be listed as references. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Attachment B to list references.
- 9.3 Awarded contractor must provide WisDOT Purchasing proof of purchase of a Performance Bond. See Section 13.
- 9.4 Awarded contractor must provide a single email address that can be used for submitting salt requests via form DT2208.

10. CONTRACT QUANTITIES AND DISTRIBUTION DEPOTS

- 10.1 The Department is purchasing on a bid line by bid line basis as summarized on the price sheet. The quantities shown as *early fill* on the Bid Price Sheet are guaranteed to be purchased by the Department thus 75% of the early fill delivery must be completed to each location by **November 18, 2016**. 100% of the early fill must be completed by **December 2nd, 2016** unless a later delivery date is mutually agreed to in writing. The quantities shown as *seasonal fill* on the Bid Price Sheets are guaranteed to be purchased and shall be delivered no later than **April 30, 2017**.
- 10.2 Winters in northern counties begin as early as October. Therefore the Contractor shall deliver at least 25% of the early fill to the following northern counties no later than **October 14th, 2016**. (Ashland, Barron, Bayfield, Burnett, Douglas, Florence, Forest, Iron, Lincoln, Langlade, Marinette, Menominee, Oneida, Polk, Price, Rusk, Sawyer, Taylor, Vilas, and Washburn.) Delivery to non-

Department facilities in these northern counties will only be required if the municipality requests the early deliveries of the required 25% on their DT2208.

- 10.3 The Contractor shall supply salt to each unit of government listed as a participating municipality in this request for bid. The Contractor shall supply the guaranteed purchase and the non-guaranteed quantity shown as vendor reserve under the same delivery and price terms as bid to the Department.
- 10.4 At the discretion of the Department, Contractor shall store undelivered guaranteed purchase salt after **April 30, 2017**, at the price per ton per month stated on the Contractor data sheet.
- 10.5 On or before **December 30, 2016**, all guaranteed tons awarded to the low bidder that remain undelivered shall be stored in Wisconsin or at:
- | | |
|---------------------|----------------------|
| (1) Minneapolis, MN | (2) Saint Paul, MN |
| (3) Winona, MN | (4) Duluth, MN |
| (5) Dubuque, IA | (6) East Dubuque, IL |

The Department will also consider acceptance of storage within approximately 60 miles of the Wisconsin state border. The Department will be the sole judge of the acceptability of any alternative storage location as being in the best interest of the State of Wisconsin.

- 10.6 The Department reserves the right to verify the delivered and stored quantities by any appropriate means, including but not limited to reviewing receiving, shipping and inventory documents of the Contractor relevant to the tonnage committed under an awarded contract. Such documents shall be made available by Contractor to the Department upon request during normal business hours.
- 10.7 The Department does not guarantee to purchase any specific quantities of the Treated Rock Salt–Alternative. When treated salt is ordered it shall lower the amount of guaranteed rock salt on the contract bid line by on a dollar per dollar basis and not on a ton per ton basis.

11. ROCK SALT SPECIFICATIONS

The requirements identified in this section represent the product(s) currently being used and is the basis for the resulting contract.

The following specifications are minimum acceptable requirements. The material specified is rock salt to be used for winter road maintenance purposes. Bid specifications may not be revised without an official written addendum issued by Purchasing.

11.1 Chemical and mixture specification

- A. The delivered product may be a mixture and shall be comprised of no less than ninety-five percent rock salt by weight.
- B. The rock salt shall be comprised of no less than ninety-five percent sodium chloride.
- C. The delivered product at the time of delivery at a requested destination shall contain no more than two percent moisture. (ASTM E-534)

11.2 Physical Specifications

- A. The delivered product shall conform to the American Society of Testing Materials Specification, Designation: D-632, 5.1.1 (Type I, Grade 1) when tested by means of laboratory sieves as follows:

Sieve Size	Percent by Weight of Material Passing
3/4" (19.05 mm)	100
1/2" (12.5 mm)	98 to 100
3/8" (9.5 mm)	95 to 100
No.4 (4.75 mm)	20 to 90
No.8 (2.36 mm)	10 to 60
No.30 (600 μm)	0 to 15

- B. The delivered product at the time of delivery at a requested destination shall be free flowing with sufficient non-caking additive incorporated into the mixture to keep it free flowing.

11.3 Test Materials

The Department reserves the right to test material stored in stockpiles or indoors at distribution depots for compliance with chemical, mixture and physical specifications prior to awarding a contract. Any such tests would be conducted during normal working hours and could be conducted throughout the term of the contract. Material found to not meet chemical or mixture or physical specifications may be rejected. The Department test results are final.

11.4 Unloading Equipment

Unloading equipment, if any, used at a delivery destination shall be capable of placing unloaded material a minimum of fifteen feet from the discharge gate of the hauling unit to a height not less than ten feet.

11.5 Foreign Material

Product shall be free from any foreign material at the point of delivery. Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection. Any residue materials used in the production of the product or any oversized materials found in the delivery order may be cause for rejection.

11.6 Additional Salt

In the event that all early, seasonal, and vendor reserve salt has been exhausted for any county, WisDOT reserves the right to contact the contracted contractor for that county to procure additional salt at a negotiated mutually agreed price. If the contracted contractor for that county is unable to provide the additional salt or the contractor's pricing is higher than the next lowest bidder's original RFB pricing, WisDOT may contact next lowest bidder from the original RFB until the additional salt can be provided.

NEW OR DELETED ITEMS: WisDOT reserves the right to add new products to this contract based on technology changes or changes to standards unknown at the time of this bid. In the event the contract renewal is exercised, WisDOT may negotiate with the Contractor to add new municipality(ies) to the contract. Contractor(s) prices must be (in line with) or (comparable to) current contract pricing for like

products. Contractor should promptly notify Winter Maintenance Engineer of new or discontinued products.

12. TREATED ROCK SALT SPECIFICATIONS - ALTERNATIVE

The requirements identified in this section represent the treated rock salt, alternative product. The alternative product will be an optional material that may be used in the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by Purchasing.

Bidders are to provide adequate detailed specifications of the alternative product offered to establish equivalency and to insure the minimum specifications are met. The WisDOT Winter Maintenance Engineer or designated representative will be the sole judge of acceptability.

Definition

For definition purposes, TREATED rock salt is defined as follows:

TREATED rock salt is a mixture of Regular Road Salt, Type I, Grade I, ASTM-D632 - blended with a Pacific Northwest Snowfighters (PNS) approved product deicing use. The deicing product will also contain an agricultural processing residue or an alternative PNS approved agent that will depress the effective working temperature and decrease corrosiveness of the overall compound as well as prevent leaching of the treating solution.

Agriculture Processing Residue Products (APRP) is the concentrated liquid residues from the processing of grains and other agricultural products. They are derived from the processing of agricultural raw materials, primarily corn and beets. The liquid residues are typically combined with chloride solutions and/or rock salt and the resulting mixture is applied to road surfaces and bridge decks for the purpose of anti-icing or de-icing.

TREATED rock salt furnished under this Contract shall meet requirements as outlined in the specifications below:

Anti-caking agents are not required in regular road salt that is used for TREATED rock salt.

Regular Road Salt – Type I, Grade I, ASTM-D-632 for TREATED Rock Salt

12.1 Requirements

The quality and grading of the salt shall conform to ASTM-D-632 for Type 1, Grade 1 material. At the time of blending, the salt shall not contain more than 1.5 percent moisture, and it shall be free of lumps, aggregations, foreign matter and be free flowing. The sodium chloride content shall be a minimum of 95.0%.

12.2 Pre-Treatment Agent

The liquid deicer that is applied to the Regular Road Salt defined above must meet the following specification.

12.3 Pre-treatment Agent

The pre-treatment agent used for TREATED rock salt shall be on the PNS list of approved products.

Corrosivity

The pre-treating agent shall have a corrosion value at least 70% less than that of Sodium Chloride when tested by the National Association of Corrosion Engineers Standard TM-01-69 as modified by PNS.

TREATED ROCK SALT

12.4 Sodium Chloride

The resulting treated salt shall be not less than 91.2% Sodium Chloride. The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6)

12.5 Application Rate

One (1) ton of salt mixed with seven (7) gallons plus or minus (+/-) one-half (1/2) gallon of PNS approved pre-treating liquid. The application rate shall be tested in accordance with the Treated Salt -Liquid Treating Agent Content (modified PNS -Test Method CIA").

12.6 Leaching

Properly stored product (covered or inside) shall not have objectionable leaching or separation of components to the extent that such condition produces adverse affects in the handling or usage of the product or routine maintenance of the storage facility.

12.7 Moisture Content

At the time of delivery to WisDOT, the moisture content shall be less than 4.0% when tested by the Rock Salt Microwave Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534).

12.8 Color

Treated rock salt product should be colored in such a way to differentiate it from untreated rock salt.

12.9 Testing

At its discretion, WisDOT may test and inspect material from Contract Contractor's stockpile prior to delivery. WisDOT may also test and inspect material at the Contract Contractor's stockpile when so requested by the Contract Contractor on material to be delivered to the various delivery points covered in this Contract. WisDOT will make every practical effort to meet this request. If not practical, or if insufficient lead time prevents pre-inspection, the TREATED rock salt will be inspected at the delivery point

All TREATED rock salt delivered to the various delivery points is subject to final inspection, as delivered, at the discretion of the local agency field personnel.

When inspected at the delivery point, the TREATED rock salt shall conform to the Product Specifications subject to the following modifications:

- Any delivered TREATED salt that fails to meet specification requirements may be rejected. If the urgency of circumstances makes it necessary, the Department may accept the salt and make payment in accordance with the schedule of deductions listed below.

- TREATED rock salt that is rejected and not used shall be removed by the Contract Contractor and immediately replaced with product that conforms to specification at no additional cost to the Department.

13. PERFORMANCE BOND

- A. A performance bond, certified check or an irrevocable letter of credit equal to 20% of the awarded contract's value shall be provided to the Department. Purchase orders for the Department will not be issued until after the Department receives evidence of compliance with this requirement.
- B. Such evidence must be submitted within ten business days following contract award. Absent compliance within ten business days, the Department reserves the right to award to the next lowest bidder.
- C. The department will invoke the performance bond, certified check or irrevocable letter of credit to recover costs incurred in resolving matters resulting from Contractor non-performance under this contract not addressed by liquidated damages including, but not limited to, default as a result of non-compliance with Sections 2, 10, and 15 herein.
- D. Only the department can invoke the performance bond. A local unit of government may request that the department invoke the performance bond on their behalf, but the decision to do so will be at the sole discretion of the department.

14. REQUEST FOR DELIVERY

- A. The required method for Purchaser, Contractor or Contractor's subcontractor to use in making arrangements for delivery is the form DT2208. Contractor or Contractor's subcontractor response to the receipt of form DT2208 from Purchaser shall be followed by email confirmation within 48 hours by both parties using form DT2208 as documentation for reconciliation.
- B. When requesting delivery, the Purchaser shall provide the Contractor a list of destinations in priority order for delivery, delivery dates, time of day, number of tons requested for each destination and the hours available for delivery to be made. The Contractor must accept the requested delivery terms or negotiate alternative delivery terms and confirm the agreed upon terms within two days of receiving the request for delivery. Confirmation shall be by email to the contact person listed on form DT2208. If the purchaser does not supply the DT2208 form the contractor is under no responsibility to meet the 10 day delivery window.
- C. When intending to deliver guaranteed early fill salt the Contractor must arrange with the Purchaser to take delivery by giving the Purchaser a ten business day notice of intent to deliver. The Purchaser must acknowledge the notice using form DT2208. The Contractor must confirm delivery arrangements by email to the Purchaser's contact person. Early fill orders (DT2208) must be completed by August 12, 2016. Early fill salt ordered after August 12, 2016 may not be guaranteed by the delivery dates outlined in section 10.1.

15. DELIVERY REQUIREMENTS

- A. Guaranteed early fill salt deliveries are expected to be made by direct transfer from a ship, barge or rail car to a truck for delivery to the destination. Salt discharged onto a receiving pad is defined as direct transfer if the salt is not held more than five business days.

- B. Delivery shall be made using end dump trucks and/or trailers of a size that will enter a building with a door ten feet wide and twelve feet high.
- C. Each delivery vehicle, at all times between loading and unloading, shall have a tight water proof covering over the entire load such that rain or snow melt flows outside the cargo box.
- D. Deliveries to destinations requested by Purchaser shall commence within five business days and be completed within ten business days from the date agreed upon under 14 B and 14 C above unless other arrangements are agreed to in writing. If the purchaser does not supply the DT2208 form the contractor is under no responsibility to meet the 10 day delivery window. Requested delivery dates must be supplied to the contractor for seasonal fill and vendor reserve. Failure to deliver within the time specified may result in procurement from alternate sources. Additional costs to Purchaser due to procurement from alternate sources shall be the liability of the Contractor and may result in invoking the performance bond, certified check or irrevocable letter of credit.
- E. All deliveries shall be made at the destination requested by the Purchaser and in the sequence specified on form DT2208 between the hours of 7:30 AM and 3:00 P.M., excluding Saturdays, Sundays and holidays, unless other arrangements are agreed to, in writing, by authorized representatives of the Contractor and Purchaser.
- F. Unless other arrangements are agreed to, in writing, by authorized representatives of the parties, deliveries, once begun at a given delivery location covered on a delivery request, shall be continuous at a rate averaging three trucks per hour with no more than 90 minutes between any two deliveries to that delivery location. Deliveries begun to a given location but not completed within one work day shall resume at a rate averaging three trucks per hour with no more than 90 minutes between any two deliveries the following work day(s) until completed. (See Section 16C for changing the delivery requirements.)
- G. All truck deliveries shall be documented by a legible delivery ticket (also called a scale ticket) in TRIPLICATE for each load. The ticket must contain the following information:
 - 1. The name of the trucking firm making delivery.
 - 2. The gross, tare, and net weights of the delivered load. Gross weights shall not exceed statutory truck weight limits. Weight information shall be imprinted on the delivery ticket by means of an indelible recording device or typed registering beam.
 - 3. The delivery date.
 - 4. The signature or mechanically imprinted name of the person responsible for weighing the load.
 - 5. If a conveyor, slinger, or other equipment provided by the Contractor is used in the delivery of a load, its use must be noted on the delivery ticket and the use specifically acknowledged in writing on the ticket by the person accepting the delivery.
- H. Originals and all duplicate copies of the delivery tickets shall be signed by the person accepting the delivery when delivery is made. The original and one copy shall be retained by the person accepting delivery on behalf of the department or the participating municipality. One signed copy shall be available from the Contractor for inspection by the Department or participating municipality during the contract term or until final payment is made.

- I. The Department reserves the right to itself and its representatives to require the hauling vehicle gross or tare weight or both listed on the delivery ticket to be validated at a certified scale located at a point in the destination county for the load. This location will be designated by the receiving party unless a location outside the destination county is mutually agreed upon by the parties.
- J. Maximum tons any location can receive per day are listed on the DT2208 form. Deliveries above the maximum to any location cannot be made without consent from the Purchaser.

16. DELIVERY MODIFICATIONS

- A. The Purchaser or its designated representative and the Contractor may upon written agreement modify the requirements to be less restrictive than stated in Sections 14 and 15 herein.
- B. In the event of inclement weather, the business day requirements under 15D herein may be lengthened by the Purchaser upon the written request of the Contractor.
- C. When the Purchaser and the Contractor mutually agree in writing to modify any delivery requirement, the modified requirement supersedes all prior statements of that delivery requirement for the purpose of taking liquidated damages by the Purchaser.
- D. If the Contractor falls behind on deliveries and the reason is due to trucking shortages the Department reserves the right to pick the salt up directly from the depot at the pick-up price supplied by the Contractor on the bid.

17. LIQUIDATED DAMAGES

- A. Twenty five percent of the price of each load shall be deducted from the invoice amount for each load that arrives at the destination site not covered according to Section 15C.
- B. Moisture specification non compliance:

% Moisture	Penalty	% Moisture	Penalty	% Moisture	Penalty
2.01-2.09	10%	2.5-2.59	25%	3.0-3.09	40%
2.1-2.19	13%	2.6-2.69	28%	3.1-3.19	43%
2.2-2.29	16%	2.7-2.79	31%	3.2-3.29	46%
2.3-2.39	19%	2.8-2.89	34%	3.3-3.39	49%
2.4-2.49	22%	2.9-2.99	37%	3.4 & UP	50%

Treated Rock Salt moisture: The maximum allowable moisture content for Treated rock salt shall not exceed 4% according to Section 12.8. Penalties for Treated rock salt shall be according to the regular rock salt table plus 2%.

- 1. The Purchaser may, in lieu of deducting payment as described in Section 17.B.1, reject delivery of any load that arrives at the destination site showing evidence of moisture exceeding maximum moisture specifications.
- 2. In addition, the Purchaser may take samples for testing from the Contractor’s stockpile and may refuse future deliveries from any stockpile from which samples testing greater than two percent moisture are taken.
- C. Chemical specification non compliance:
 - 1. Twenty five percent of the price of each load shall be deducted from the invoice amount for each load that arrives at the destination site which does not meet chemical specifications, or

2. The Purchaser may, in lieu of deducting 25%, reject delivery of any load that arrives at the destination site showing evidence of not meeting chemical specifications.
 3. In addition, the Purchaser may take samples for testing from the Contractor's stockpile and may refuse future deliveries from any stockpile from which samples do not meet chemical specifications.
- D. Physical specification non compliance:
For each one (1) percentage point outside the limits permitted by the specification for each sieve size, a deduction of one percent (1%) will be made from the Contract price. Purchaser has the option to accept or reject loads with larger chunks exceeding 6 inches in size. Loads that are accepted will be assessed a 25% penalty. The Purchaser shall document each chunky load by writing "CHUNKY" on the ticket then placing the ticket on the load and taking a picture of the load. The pictures must be attached to any invoice where the penalty is assessed.
- E. Twenty five percent of the price of each load shall be deducted from the invoice amount for each load that arrives at the destination site and is unloaded outside the delivery hours specified under Section 17E herein or outside different delivery hours agreed to and confirmed by Purchaser and Contractor or depot. In lieu of deducting twenty five percent, purchaser may refuse delivery and require the delivery to be rescheduled during specified delivery hours.
- F. A \$200.00 deduction from the total price of all loads to a specific destination may be taken for each day at each destination for which delivery is requested on form DT2208 where the delivery arrival rate averaging three or more loads per hour with no more than 90 minutes between any two deliveries, or other mutually agreed to rate, is not maintained.
- G. All rejected material shall remain the property of the Contractor whether remaining on the delivery vehicle or unloaded. Contractor shall not receive compensation or cost reimbursement from the Purchaser for the material, transportation charges, demurrage charges, reloading charges, temporary storage charges or any other cost associated with rejected material. The Contractor shall promptly take custody of and then dispose of the rejected material within three days. If Contractor fails to dispose of the material within three days, the Purchaser may dispose of the material and deduct the costs of the disposal from any future payments due the Contractor. Rejected loads are considered rejected statewide and cannot be redirected to other purchasers on this contract.
- H. Salt off loaded without a signed delivery ticket becomes the property of the purchaser without compensation to the Contractor.
- I. In the event the tare weight of a delivery vehicle plus the net weight of the material being delivered exceeds the statutory weight limit for that vehicle type, there will be no compensation paid to the Contractor for the delivered material equal to the tons exceeding the statutory weight limit for that vehicle.
- J. In the event Purchaser does not perform its obligations under the terms of the contract or a mutually agreed to written modification of the contract, the Contractor may request recovery of actual documented costs incurred by the Contractor as a result of Purchaser's non-performance.

- K. When un-resolved issues between the contractor and purchaser require mediation and resolution, including liquidated damages or penalties, the DOT Contract Administrator will require all copies of written documentation including request for delivery (form DT2208), delivery tickets, invoices, etc.
- L. If foreign materials are found in the load as described in section 11.5 the purchaser has the option to reject the load or accept the load. Loads that are accepted will be assessed a 25% penalty. The Purchaser shall document each load by writing "FOREIGN MATERIALS" on the ticket then placing the ticket on the load and taking a picture of the load. The pictures must be attached to any invoice where the penalty is assessed.

18. SAMPLES

Bidders may be required to submit samples for testing or control against product specifications. These samples are to be without expense or obligation to WisDOT. WisDOT shall evaluate all samples requested in an identical manner to determine whether the products delivered conform to the specifications.

WisDOT shall evaluate all samples requested in an identical manner to determine whether the products delivered conform to the specifications. WisDOT shall reject samples NOT meeting bid specifications. Samples will become property of WisDOT and will not be returned to the contractor.

19. TERMS AND CONDITIONS

The Standard and/or Supplemental Terms and Conditions provided with this document represent the terms and conditions which will apply to this contract. Contractors may not submit their own contract document as a substitute for these terms and conditions.

20. MINORITY BUSINESS ENTERPRISE / DISABLED VETERAN OWNED BUSINESS PARTICIPATION

Wisconsin statutes support purchasing goods/service from state certified Minority Business Enterprises (MBEs) and Disabled Veteran-owned Businesses (DVBs) located in Wisconsin. The Wisconsin Department of Transportation is committed to the promotion of state certified minority and disabled veteran-owned businesses in the State's purchasing program.

An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 560.036(2). Authority for the Minority Business Enterprise (MBE) program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

A DVB means a business certified, or certifiable, by the Wisconsin Department of Administration (DOA), Wisconsin Supplier Diversity Program under Statute 16.283 (3). "Disabled veteran" means a person who is verified by the Department of Veterans Affairs as being all of the following at the time the person applies for certification:

1. A veteran as defined in s. 45.01(12),
2. A resident of this state, and
3. A person who is in receipt of an award from the U.S. Department of Veterans Affairs of a service-connected disability rating under 38 USC 1114 or 1134 of at least 30%.

Bidders who feel that they qualify, should seek certification from the Wisconsin Department of Administration, Wisconsin Supplier Diversity Program, and mark "yes" on page 2 of the RFB. Details of program certification are located at: <https://wisdp.wi.gov/>

Bidders are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified MBEs and DVBs and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises.

Bidders must submit the attached WisDOT MBE / DVB Program Awareness, Compliance & Action Plan (Attachment C) indicating their proposed utilization of state-certified minority businesses for this contract. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-9550. A listing of State of Wisconsin certified minority businesses, as well as the services and commodities they provide, is on the State-certified MBE web site: <https://wisdp.wi.gov/Search.aspx>.

Monthly reports (Attachment D) are requested to be submitted to WisDOT's Purchasing Unit via email to DOTTIPSCOrrrespond@dot.wi.gov, itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous contract month. The Department reserves the right to verify with listed firms their involvement as subcontractors or second-tier suppliers.

21. SUBCONTRACTING OR THIRD PARTY PAYMENTS

All subcontracting shall be pre-approved by WisDOT. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. The WisDOT will not pay any subcontractor or third parties directly.

22. FIRM PRICES

The awarded contractor must hold the accepted costs for the entire contract period. WisDOT will review any adjustment of costs before the beginning of a contract renewal period. Price increase requests must be justified with supporting documentation of industry-wide increases.

23. INVOICING REQUIREMENTS AND PAYMENT

WisDOT must meet a statutory mandate to pay or reject invoices within 30 days of receipt by WISDOT. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- Number of each delivery ticket for each load being billed
- Number of tons (not pounds) for each load being billed
- Purchase order number
- Name of the trucking firm(s) delivering invoiced loads
- Notation and acknowledgement of use, if any, of unloading equipment.

Invoice amounts must be supported by the quantity of tons shown on legible delivery tickets signed by an authorized representative of the Purchaser.

Participating municipalities that are Purchasers must be directly invoiced by the contractor.

The original invoice must be submitted in accordance with the instructions contained in the Purchase Order and sent to the bill-to address shown on the Purchase Order.

Payment will not be made for loads based on delivery tickets that are not signed by the Purchaser's representative. Salt off loaded without a signed delivery ticket becomes the property of the Purchaser without compensation to the contractor.

Liquidated damages are deducted from the total invoice amount. Documentation for the deduction will be provided along with the payment check.

Reconciliation by WisDOT and the contractor of department purchase order will be completed. The conciliation requires the following:

- Submittal of final invoices prior to **May 31, 2017**
- Final payment prior to **June 30, 2017**
- Sign off by the Contractor and the Department

24. SHIPMENTS, DUPLICATES AND OVER SHIPMENTS

Upon notification by WisDOT of a duplicate or over shipment, product must be removed at the contractor's expense. If such goods are not removed within 30 days of written notification, WisDOT reserves the right to dispose of them as its own property and shall not be held liable for the cost.

25. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- 25.1 Please review section 13.0 and 24.0 of the Standard terms and Conditions of Bid. WisDOT may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor.

If the problem is service performance, contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor may be given a period of time to 'cure' the performance. If the performance does not improve contractor will be given 30 days written notice that the contract will be cancelled.

Upon termination, WisDOT's liability will be limited to the pro rata cost of the services performed as of the date of termination.

- 25.2 In the event the contractor terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Department purchasing agent not less than 60 days prior to said termination. The contractor will, in turn, refund the Department, within 30 days of said termination, all payments made hereunder by the Department to the contractor for work not completed.
- 25.3 If at any time the contractor/subcontractor performance threatens the health and/or safety of WisDOT, WisDOT has the right to cancel and terminate the Contract without notice.
- 25.4 If the Contractor fails to maintain and keep in force the insurance as provided in #23.0 of the Standard Terms and Conditions, WisDOT has the right to cancel and terminate the Contract without notice.
- 25.5 If at any time a petition in bankruptcy shall be filed against the contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of contractor's property is appointed

and such appointment is not vacated within 90 calendar days, WisDOT has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar days notice in writing of such termination.

26. CERTIFICATION FOR COLLECTION OF SALES AND USE TAX

The State of Wisconsin shall not enter into a contract with a contractor, and reserves the right to cancel any existing contract, if the contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

27. MINIMUM INSURANCE REQUIREMENTS

Insurance. Every contractor and all parties furnishing services or product to **The Wisconsin Department of Transportation (WisDOT)**, or any of its subsidiary companies must provide WisDOT with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

1. Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

2. Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

3. Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

4. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit

5. Contractors Pollution Liability or an equivalent extension within the General Liability policy:
Such insurance shall provide limits of not less than \$1,000,000 per loss; \$2,000,000 annual aggregate and include transportation pollution coverage.
6. Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

7. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
8. The insurance specified in (1.), (2.) and (4.) above shall: (a) name WisDOT and its subsidiaries including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
9. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. WisDOT may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
10. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
11. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

Mail to:

Wisconsin Department of Transportation
4802 Sheboygan Ave., Room 751
Madison, WI 53707-7915
Attn. Ann Bailey