

**INDIANA DEPARTMENT OF TRANSPORTATION (INDOT)
SPECIFICATIONS & SPECIAL PROVISIONS
2013/2014 SALT BID**

****SPECIAL PROVISIONS****

1.0 SCOPE OF WORK

The work to be performed consists of furnishing and delivering sodium chloride to various locations throughout Indiana for use in winter maintenance operations. Sodium Chloride will be in accordance with the 2010 Indiana Department of Transportation Standard Specifications (Sections 913.03) and the Supplemental Specifications at bid due date and time, and all applicable rules and regulations at the federal, state and local levels.

2.0 SPECIFICATIONS

Sodium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, *with a moisture content not exceeding two (2) percent*. Sampling shall be in accordance with Indiana Testing Method (ITM) 810). Sampling frequency shall be as set out in the INDOT manual entitled, "Manual for Frequency of Sampling and Testing and Basis for Use of Materials, revised January, 2011" The rapid test method referenced in AASHTO M 143, Annex A1 shall be used for both routine acceptance testing and for resolution of disputes concerning chemical composition. Material not complying with these requirements shall be paid for at a reduced price as set out under "Deductions" in the Special Provisions (See Section 8.0). All material furnished shall be chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

3.0 INSPECTION

All Sodium Chloride delivered will be visually inspected at time of delivery and samples taken for laboratory analysis of gradation, purity and moisture content in accordance with ITM 810.

4.0 REJECTION

Any material delivered which contains lumps, foreign matter or free water shall be rejected. In the event the material has been loaded or dumped prior to rejection it shall be immediately reloaded or removed by the vendor within 48 hours of notification of rejection. *Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each day the salt remains on INDOT property.*

5.0 DELIVERY

A. Routine Deliveries Beyond Early Delivery Final Date

Vendor shall make delivery in trucks with solid or waterproof tarps to stockpile locations within any Sub-District location for which it has received Award of Contract. Delivery shall be completed within nine (9) calendar days after placement of order. *For each calendar day that delivery extends beyond this 9-day limit, INDOT reserves the right to assess liquidated damages at two percent (2%) per day not to exceed a maximum of 10% of the order and will be deducted from any money due the Vendor, not as a penalty but as*

liquidated damages. Orders shall be placed by telephone during regular working hours to the office specified by the vendor. The vendor should provide a single telephone number for all orders made for each purchase order.

The vendor shall provide order confirmation via e-mail or fax, so that each District can provide verification for each telephone order. Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the District Highway Maintenance Director, designee or the District person responsible for coordinating salt deliveries. No payments will be made for any load for which a delivery ticket, signed by an Indiana Department of Transportation representative, cannot be produced.

B. Early Delivery Period

The vendor shall furnish and deliver the *Early Storage Requirements* at the locations listed on the attached sheets (Bid List.xls, "Early Storage Requirements" spreadsheet) at all salt storage buildings or outside storage areas on or before October 15, 2013 in the LaPorte and Ft. Wayne Districts and on or before November 1, 2013 for the Crawfordsville, Greenfield, Seymour and Vincennes Districts. *For each calendar day that early storage requirements for each bidding unit are not complete after the time specified, INDOT reserves the right to assess liquidated damages at two percent (2%) per day not to exceed a maximum of 10% of the order and will be deducted from any money due the Vendor, not as a penalty but as liquidated damages.*

Delivery tickets for all deliveries shall indicate gross, tare and net weights, locations of stockpile from which shipment is made, and point of delivery. Any deliveries made from INDOT's "dedicated stockpiles" (see below) will also include the term "INDOT Pile" on the ticket. Weights will be checked at random for accuracy of the delivery ticket weights. The Indiana Department of Transportation reserves the right to require any truck to go to the nearest available certified scales to check weights at no additional cost to the Indiana Department of Transportation.

6.0 BASIS OF PAYMENT

The Indiana Department of Transportation is requesting bid prices as specified in Bid List.xls. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range of 150%. *Any additional tons needed beyond 150 percent will be by mutual agreement of the parties, including the price thereof.*

The quantities shown by INDOT sub-district are estimates only and may be adjusted at the option of the Indiana Department of Transportation. INDOT commits to purchase at least 80% of the total tonnage listed by district; quantity in Bid List.xls is 100%.

- 80-150% Commitment Range - All INDOT Districts (Crawfordsville, Fort Wayne, Greenfield, LaPorte, Seymour, and Vincennes)
 - Delivered is price of salt per ton delivered to the INDOT location
 - Delivered + Loaded is price of salt per ton to deliver to the INDOT location and load the salt via a conveyor (see section 9.0 for loading requirements)
- Dedicated Pile: Greenfield and Vincennes (see section 10.0 for additional information)

- Dedicated Pile Fee is the fee paid upfront to the vendor intended to cover the excess costs to build the dedicated pile
- Pick Up is the price of the salt per ton if INDOT desires to pick up salt from the dedicated pile with its own trucks

7.0 INVOICING

The vendor(s) shall invoice the Indiana Department of Transportation a minimum of **one (1) invoice per month** for each Unit or Subdistrict location where business has been transacted. Invoices shall itemize the monthly or daily activity for that Subdistrict/Unit location. Payments shall be made in arrears in accordance with Indiana law.

Payment will be made following necessary testing and evaluation as described in the contract terms. The department shall complete necessary testing and evaluation within ten (10) calendar days after receipt; if the department fails to test and evaluate within this timeframe, payment shall at such time be authorized.

8.0 DEDUCTIONS

After testing sodium chloride, deductions will be made for non-compliance with specifications on the following basis:

A. **CHEMICAL COMPOSITION**

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 94 percent through 90 percent and \$2.00 (two dollars) per ton for each percentage point from 89 percent through 85 percent. Material with purity less than 84.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

B. **MOISTURE**

If the moisture content exceeds two (2) percent, the weight to be paid for will be the gross weight of the Sodium Chloride minus twice the weight of the excess moisture computed as follows:

$$\text{Weight to be paid for} = G \times \frac{104-2(m)}{100}$$

G=Gross weight of material (wet).

m=Percent of moisture to the nearest 0.5 percent based on oven dry weight.

C. **GRADATION**

Sieve Sizes	Percents Passing
½ in. (12.5 mm)	100
3/8 in/ (9.5 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (0.60 mm)	0-15

Exhibit B

When test results for the Sodium Chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

ADJUSTMENT POINTS FOR GRADATION
Sieve Size

Adjustment Points	½ in.	3/8 in.	No. 4	No. 8	No. 30
	12.5 mm	9.5 mm	4.75 mm	2.36 mm	0.60 mm
For each 1.0% up to 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	6.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

The minimum required number of tests will be as set out in "INDOT Manual for Frequency of Sampling and Testing and Basis for Use of Material, revised January, 2011. Samples will be taken by or under the supervision of a representative of the department. All materials being used are subject to inspection, test, or rejection at any time.

Where the Indiana Department of Transportation determines that a sample does not meet specifications in chemical composition, moisture and gradation, the following shall be the method of determining the final price per ton:

- 1) First, tons eligible for payment shall be calculated as noted in Section B. Moisture.
- 2) Second, a deduction, as specified above, will be made for gradation failure.
- 3) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below 84.5 percent at which time the entire amount will be paid for as snow and ice abrasives as noted in Section A, Chemical Composition.

9.0 REQUIREMENTS FOR LOADING

The following special provisions apply to all Indiana Department of Transportation salt storage sites, except where noted on the Special Provision pages.

- A. "Loading" shall mean placement of salt in the Department's designated storage buildings, with equipment and labor furnished by the vendor or the vendor's contracted hauler. Loading shall be directly from truck to storage building, by way of loading equipment, and salt shall not be placed on the ground outside a building prior to loading in the building. See 9.0 Section E.
- B. Loading equipment shall be provided by the vendor or the vendor's contracted hauler, which shall be capable of fully loading storage buildings. The vendor may review specific sites, during normal weekday work hours (7:30 a.m. – 3:30 p.m.)

local time), in order to determine equipment required. Loading equipment should include conveyors or other equipment as approved by the Department.

- C. Failure to load salt in the Department's salt storage building will result in a deduction, as liquidated damages, from the price bid for salt delivered and loaded. The amount shall be \$1.00 per ton plus the price differential charged for the loaded price. The deduction for liquidated damages shall not be made if the Department requires the material to be unloaded outside of a storage building. Such a departmental order shall be the only reason for not deducting liquidated damages for salt not loaded into buildings.
- D. Conveyor loaded salt shall not impact on the salt building except designed retaining wall. No salt is allowed on the covering structure. If the salt building is loaded beyond the retaining wall, vendor will at their expense unload/remove all salt from the covering structure. Vendor will notify INDOT immediately if the vendor believes the amount of salt ordered is more than the building is designed to hold.
- E. Delivery tickets must be marked by the Department as:
 - "Loaded"** to indicate full payment for delivery and loading as bid. (This represents placed in building.)
 - "Delivered"** to indicate material delivered but not loaded resulting in the deduction for liquidated damages above. (This represents dumped without permission.)
 - "Delivered - No Deduction"** to indicate that the Department required delivery outside a storage building. (This represents dumped with permission.)
 - "INDOT Pile"** to indicate salt which has been ordered from the districts dedicated pile. (This notation should be in addition to the other applicable terms listed above.)

The vendor is required to provide delivery ticket in the format that contains the above terms to facilitate faster actions.
- F. Salt shall not be unloaded on the ground or outside of a storage building without specific order of the Department.
- G. The vendor will be responsible for any damage to the salt shed resulting from improper piling of salt. Further, the vendor may be required to move any material improperly stacked.
- H. Conveyor loading only is acceptable at all Districts. Slinger loading is not acceptable. The Indiana Department of Transportation reserves the right to reject vendor loading if the price is unacceptable.

10. DEDICATED STOCKPILE

INDOT will solicit bids, which provide for an optional (at the discretion of each district) "dedicated stockpile" of salt for the Vincennes district. For this district, the purpose of the dedicated stockpile will be to ensure that INDOT has an adequate salt delivery during the worst winter scenarios when, historically, industry supplies have been short or transportation systems have failed.

The dedicated pile for a given district will be located on the vendor's property or terminal. The pile will be located within the applicable geographic boundaries for each district. Orders will be pulled from the pile at the discretion of the District Highway Maintenance Director or designee. Salt that is provided through this service shall be priced at the standard price per ton for the district. A separate fee for the service will compensate the vendor for handling the salt in the manner proposed ("Dedicated Pile Fee"). Only one (1) district will participate in the program. The program will not apply to the other five (5) districts. The pile shall be built and maintained as a separate, identifiable pile from the rest of the vendor's inventory.

For individual orders, the District Highway Maintenance Director or designee will dictate whether or not salt will be a "standard delivery" or whether it will be pulled from the "INDOT Pile" (dedicated stockpile) for that district. Unless specifically noted in the manner below, the vendor should assume a delivery to be standard.

A delivery from the dedicated stockpile will be treated as a special circumstance; the vendor will normally receive both a phone call and a fax confirmation of such an order. Orders from the dedicated pile will also result in the words "INDOT Pile" printed on the weigh ticket. No salt will be removed from the dedicated pile without the consent of the District Highway Maintenance Director or designee.

Salt contained in the dedicated pile shall always be available for immediate shipment/delivery. If INDOT desires to pick up the salt with its own trucks to meet its needs, it will pay for salt under a separate "pick up" price.

The dedicated pile quantities for the Vincennes district is shown on a separate form (Bid List.xls, "Early Storage Requirements" spreadsheet). The quantity of salt in the pile will be a part of the total purchase order quantity for the district as stated in the standard pricing forms. INDOT agrees to buy the salt stored in the dedicated pile as part of its commitment to purchase 80% of the target quantity; however, INDOT will not take possession of the salt in the stockpile until it has been ordered and delivered under the individual ordering procedures normally used for acquiring salt. At that time, payment will be made at the stated price per ton.

The total tonnage figure represents a one-time quantity to be depleted over the course of the contract. INDOT will not request that additional quantities of salt be added to the pile.

The pile will be in place for each awarded district by the Early Fill Date. INDOT agrees to have all salt from the dedicated pile removed from the vendor's property and transported to its storage facilities by May 1, 2014.

INDOT may request that the vendor transport salt to any or all subdistricts; no breakdowns can be given regarding specific subdistrict quantities given the "emergency" nature of the pile.

As mentioned above, pricing will be a price "per ton" equal to the standard price. An upfront fee will be paid to the vendor for the excess costs of the pile ("Dedicated Pile Fee"). This fee will

cover any and all costs associated with building, maintaining and/or administering a separate pile, including environmental costs. The fee will be a part of the total bid calculation for the district, and will be paid out at the time of Early Fill delivery.

The pile shall be maintained with the same care and attention given the rest of the vendor's normal stockpiles at the location, including appropriate tarping, etc. In all cases, the salt delivered from the designated pile will be subject to the same testing, standards, and penalties with regard to moisture, gradations, etc. The vendor will provide for scales to accurately weigh the quantity of salt picked up, should INDOT choose (under pressing circumstances) to transport the salt with its own vehicles.

11.0 DEFINITIONS AND TERMS

For the purposes of this contract, calendar day and work day shall be defined as:

Calendar Day. Every day shown on the calendar.

Work Day. A calendar day, exclusive of Saturdays, Sundays and State recognized legal holidays.

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2010

(With Supplemental Specifications in affect at time of letting)

<http://www.in.gov/dot/div/contracts/standards/book/index.html>

SECTION 913 - MISCELLANEOUS

(913.03 Sodium Chloride. Sodium chloride shall be in accordance with AASTHO M 143). Rock salt shall be used for de-icing purposes. Either rock salt or evaporated salt may be used for stabilization.

MANUAL FOR FREQUENCY OF SAMPLING AND TESTING AND BASIS FOR USE OF MATERIAL, REVISED, JANUARY, 2011.

<http://www.in.gov/indot/files/FreqOfSamplingAndTestingSM.pdf>

Indiana Test Method or Procedure

ITM 810-09T Deicing Material, Dated November 6, 2009

http://www.in.gov/indot/div/M&T/itm/pubs/810_testing.pdf

12.0 FAILURE TO MEET OBLIGATIONS

If the vendor is unable to meet its agreement obligations as set out in this invitation, the Indiana Department of Transportation, at its option may purchase materials from any other available source on the open market, cancel the agreement or applicable portions thereof, and/or may award the portions so cancelled to another supplier.

Exhibit B

In the event the State is required to purchase the materials from another source as a result of the contracted vendor not being able to meet their commitment, any additional expenses in excess of the agreement price will be deducted from any money due the contracted vendor.

**LOCAL GOVERNMENTAL ENTITIES & OTHER STATE AGENCIES
SPECIFICATIONS & SPECIAL PROVISIONS
FOR TREATED/UNTREATED SODIUM CHLORIDE**

These specifications and terms and conditions apply to other governmental bodies and other state agencies that are listed within this solicitation. *These specifications will not apply to INDOT locations in this solicitation.*

Other governmental bodies is defined as follows: an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.

Scope of Services

The material to be furnished shall consist of sodium chloride delivered at Contractor's expense to various Buyer facilities. This rock salt shall be used as a deicer for road maintenance.

Untreated sodium chloride shall be rock salt conforming to the requirements of the 2010 Indiana Department of Transportation Standard Specifications, Section 913.03, (or latest revision and any Supplemental Specifications), AASHTO M 143, and to the other requirements contained within these specifications. All material furnished shall contain a chemical to prevent caking, and shall be free of foreign matter, lumps, and free water.

Treated sodium chloride shall be the same rock salt as stated above, 2010 Indiana Department of Transportation Standard Specifications, Section 913.03, (or latest revision and any Supplemental Specifications,) AASHTO M 143 treated with a combination of magnesium chloride and corrosion resistant products in accordance with the specifications contained herein. The Chemical to prevent caking is not needed for treated salt.

Rejection- All sodium chloride delivered will be visually inspected by Buyer at the time of delivery and samples may be tested for gradation purity, leaching and moisture content.

Any material delivered which contains lumps, foreign matter, or free water, or otherwise fails to conform to the requirements contained herein, shall be rejected. In the event the material has been dumped prior to rejection it shall be immediately reloaded or removed by the Contractor within forty-eight (48) hours of notification of rejection. Buyers shall not be responsible for either the cost of rejected material or the cost to dispose of rejected material not picked up by Contractor within forty-eight (48) hours of the rejection. Buyers reserve the right to offset those costs against any future payments to Contractor at a rate of \$10.00 per ton for each day the salt remains on the district locations.

In the event untreated sodium chloride is added to the stockpile prior to testing, deductions will be made for untreated sodium chloride that does not comply with the following specifications:

a. Chemical Composition

Results of the purity test will be rounded to the nearest whole percentage point (0.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from ninety-four percent (94%) through ninety percent (90%) and \$2.00 (two dollars) per ton for each percentage point from eighty-nine percent (89%) through eight-five percent (85%). Material with purity less than eighty-four point five percent (84.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

b. Moisture

If the moisture content of untreated sodium chloride exceeds two percent (2%), the weight to be paid for will be the gross weight of the sodium chloride minus twice the weight of the excess moisture computed as follows:

$$\text{Weight to be paid for} = G \times \frac{104 - 2M}{100}$$

G = Gross weight of material (wet)

M = Percent of moisture to the nearest 0.5 percent based on oven dry weight

c. Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½”(12.5mm)	100
3/8”(9.50mm)	95-100
No.4(4.75mm)	20-90
No.8(2.36mm)	10-60
No.30(0.60mm)	0-15

When test results for the sodium chloride furnished exceed the gradation requirements above, adjustment points will be assessed as follows:

ADJUSTMENT POINTS FOR GRADATION

Adjustment Points	Sieve Size				
	½in.	3/8in.	No.4	No.8	No.30
	12.5mm	9.5mm	4.75mm	2.36mm	0.60mm
For each 1.0% up to 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	6.0

Gradation adjustment points for the quantity represented shall be the sum of points calculated for up to 3% out of tolerance and the points calculated for greater than 3% out of tolerance.

Where Buyers determines that a sample does not meet specifications in chemical composition, moisture and/or gradation, the following shall be the method of determining the final price per ton: First, tons eligible for payment shall be calculated above. Moisture: Second, a deduction, as specified above, will be made for gradation failure. Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below 84.5 percent at which time the entire amount will be paid for as snow and ice abrasives as noted above.

Specifications for Treated Sodium Chloride

The treatment method must allow for a completely uniform treatment of the sodium chloride by Contractor before the sodium chloride reaches Buyer property. The treatment process for the sodium chloride must follow all federal, state, and local laws and regulations. This sodium chloride

Exhibit C

shall be the same sodium chloride specified above, but containing an additional treatment consisting of a combination of magnesium chloride and corrosion resistant products.

The liquid treatment (final product) must contain a percentage of magnesium chloride solution and a percentage of corrosion resistant products acceptable to the Buyer. This product must exhibit corrosion resistance in accordance with the standards of the Pacific Northwest Snowfighters (PNS) Association, as provided below. This product must be actively marketed and sold as a treatment for sodium chloride stockpiles, and must provide for some or all of the following benefits related to deicing:

- A. Increased corrosion resistance over regular sodium chloride.
- B. Increased penetration of sodium chloride in snow and ice pack.
- C. Reduced “bounce & scatter” of sodium chloride from the roadway (applied with spreader equipment).
- D. Increase in the *residual effects* of sodium chloride applications.
- E. Increase in the effective temperature range of sodium chloride.

The treatment must allow for safe and effective use of the sodium chloride in conventional sodium chloride spreader equipment found on highway trucks. When treated according to the manufacturer’s instructions and at the designated application rate, the finished sodium chloride product shall result in no leaching, and shall not result in freezing or clumping of the sodium chloride in either storage or application.

The product is preferred to be a tested and proven brand that has been on the market and sold for at least one year (or one winter season). Contractor shall submit with the bid official testing data and literature that verifies that the product meets specifications. Buyer may also grab test Contractor’s product to determine compliance with specifications. To the extent there is a conflict between Contractor’s testing data and the Buyer’s test results, the Buyer may, in its sole discretion, choose which results to rely on. Contractor shall submit any samples upon request by the Buyer at no Cost to the Buyer. References for municipalities that have successfully used this product, as a sodium chloride pile treatment in the recent past shall also be submitted. Buyer reserves the right to use or test new products that has been on the market less than a year.

Testing Data

Contractor shall submit testing data indicating that the liquid treatment product meets the following. (Note: This applies to the liquid treatment only and not the final sodium chloride product):

Environmental

The product offered must comply with established limits set by federal, state and local laws and regulations with regard to the following components. In addition, the product must comply with any other environmental laws or regulations when used in the recommended application and at the manufacturer’s recommended application rate. Contractor shall include the test methods and testing results for each of these components:

Phosphorus	yes	no	% mass	% volume
Cyanide	yes	no	% mass	% volume
Arsenic	yes	no	% mass	% volume
Copper	yes	no	% mass	% volume
Lead	yes	no	% mass	% volume
Mercury	yes	no	% mass	% volume
Chromium	yes	no	% mass	% volume
Cadmium	yes	no	% mass	% volume

Exhibit C

Barium	yes	no	% mass	% volume
Selenium	yes	no	% mass	% volume
Zinc	yes	no	% mass	% volume

Testing data formulation

pH Test	The pH shall be in the range of 3-9. ASTM E 70, except that a dilution shall be made of 1 part deicer to 4 parts distilled water before attempting a reading.
Sulfate Level in MgCl ₂	Maximum Sulfate: 2% Gravimetric analysis as described in "Standard Methods for the Examination of Water and Waste Water," 17 Edition, 1989, APHA-AWWA-WPCF (Method 4500). If an alternate method is used, please cite method.
Corrosion Rate	At least 70% less corrosive than common road salt. The product must meet the <i>National Association Corrosion Engineers (NACE)</i> Standard TM-01-69 (1976 revision) as modified by the PNS Association. (PNS establishes the standards for deicers for areas in the Pacific Northwest including Oregon, Washington, Montana, Idaho and British Columbia.)
The Modified NACE Standard	The NACE standard TM-01-69 (current rev.) requires the use of 30 milliliters of 3% solution per square inch of coupon surface for corrosion testing. (This test requires the solution to be at least 70% less corrosive than sodium chloride.) The manufacturer shall provide laboratory results demonstrating that the liquid treatment product, as presently used, has passed this standard.
Weight per Gallon	Approximately 10-11 lbs. per gallon. ASTM D 1429 for Specific Gravity (Test Method A – Pycnometer at 20° C +/- 1° C) or other industry standard method.
Settleable Solids	The total settleable solids shall be no more than 4% and 99% of product should pass through a #10 sieve after being stored at -10° F for 168 hours. Contractor shall cite test method used.

Delivery

Contractor shall make deliveries of treated and untreated sodium chloride in trucks with solid or waterproof tarps to various locations as defined in Bid List.xls. Delivery shall be made within 7-9 calendar days after receipt of order with the first and in some cases the only delivery made based on the delivery date within this solicitation based on location. All deliveries must be coordinated with the local governmental entity and/or state agency prior to delivery.

For each working day that delivery extends beyond the 9 day limit, \$200.00 will be deducted from any money due the vendor, not as a penalty, but as liquidated damages. Prior deliveries arrangements shall be made between the ordering entity and the winning contractor. No payments will be made for any load for which a delivery ticket, signed by a Buyer representative, cannot be produced.

The delivery tickets shall be meter printed and shall indicate the gross, tare, and net weights, the location of the stockpile from which shipment is made, the point of delivery, and signature of scale operator. Weights will be checked at random to determine accuracy of the delivery ticket weights. Buyers reserve the right to require any truck to go to the nearest available certified scales to verify load weights on the trucks at no cost to the Buyer.

Exhibit C

Payment for all sodium chloride shall be by the contract per ton price (either untreated or treated) furnished and delivered to the various locations as designated. There shall be no other charges.

Request for payment on deliveries shall be made monthly for all materials furnished to Buyer and all details surrounding the billing and payment shall be between the governmental entity and/or state agency and the contractor.

Pricing

The State of Indiana is requesting bid prices as specified in Bid List.xls. Delivered price is the price per ton of salt delivered to the specified local entities and state agencies. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range as specified in Bid List.xls. *Any additional tons needed beyond the maximum commitment range will be by mutual agreement of the parties, including the price thereof.*

Local governmental entities and other state agencies commit to purchase at least 80% of the total tonnage; quantity in Bid List.xls is 100%. Local Governmental Entities are individually-operated entities responsible for their individual quantities committed as listed in Bid List.xls. Respondents cannot bid on specific locals within an INDOT district; if respondent is awarded local governmental entities' business for an INDOT district, the awarded vendor will hold supply up to 120% for each local governmental entity listed in the INDOT district awarded.

Failure to Meet Obligations

If the vendor is unable to meet its agreement obligations as set out in this invitation, the local governmental entity and state agency at its option, may purchase material from any other available source on the open market, may cancel the agreement or applicable portions thereof, and may award the portions so cancelled to another supplier. In the event the State must resort to any of the above procedure, the vendor shall be required to reimburse the local governmental entity and/or state agency for any expense incurred in excess of the agreement price.