**SPECIAL PROVISIONS**

**Rock Salt for Snow and Ice Removal**

1. This Invitation for Bid is intended to provide for the establishment of a contract to furnish Rock Salt to be used for Snow and Ice Removal by the Kansas Department of Transportation (KDOT), University of Kansas (KU) and Kansas State University (KSU). Any reference to KDOT in these Special Provisions shall also apply to KU and KSU.
2. **CONTRACT PERIOD:** July 1, 2022, through June 30, 2023.
3. **QUANTITIES:** The tonnage indicated at each destination on the "Schedule of Prices" is the estimated yearly requirement for both grades. The quantities to be purchased for use will be the actual quantities required.
4. **SOURCE:** Show in the space provided, the name and location of the source of supply.
5. **INDEPENDENT BIDDERS:** Independent bidders will require a signed, executed contract with the source of supply with guaranteed availability of product to the State throughout the contract period. Failure to provide this will result in rejection of the bid.
6. **QUOTED PRICES:** Prices must be guaranteed during the contract period. 1) The unit prices quoted are to be the price per ton, F.O.B. Destination, for rock salt in bulk, delivered by truck to stockpile at each destination. 2) Provide price per ton F.O.B. - Vendor's Plant, Not Delivered, loaded into and hauled by State provided trucks. 3) Provide price per ton per mile for delivery to a location other than the primary contract locations. This will replace the calculation used in the past but should be easier to calculate for those infrequent needs for delivery to an unlisted location. The price per ton per mile multiplied by the distance to the location plus the plant price will be calculated to obtain the delivered price.
7. **HAULING BY STATE TRUCKS:** The State reserves the right to haul by State supplied trucks directly from the contractor's source of supply when it is considered advantageous or desirable.
8. **AWARD:** Award will be made on the low unit delivered price per ton in bulk at each destination as shown on the "Schedule of Prices." The State reserves the right to accept all or any part of the bid and to waive technicalities.
9. **ORDERS AND PAYMENTS:** The Kansas Department of Transportation may issue orders by telephone to the contractor throughout the contract period. Telephone orders will be confirmed by Purchase Order. Payment will be made within 30 days of delivery acceptance or receipt of invoice, whichever is later. The invoice shall be submitted to the address as instructed on the order. The KDOT Purchase Order number must be referenced on the invoice. The KDOT ‘bill to’ address will be given at time order is placed and included on the Purchase Order.

**It is a requirement of this contract that the delivery ticket indicate the purchase order number for that delivery. If the purchase order number is not noted on the delivery ticket, KDOT will apply that delivery to the oldest open purchase order for that location.**

1. **DELIVERY BY CONTRACTOR:** The Kansas Department of Transportation will specify the date and time of delivery at the time each order is placed. The calculation of liquidated damages will apply based on this date. It is requested the contractor call the ordering location in advance of delivery to insure KDOT personnel and equipment is available to unload.

Deliveries are to be made during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise mutually agreed to by the parties. Off hour deliveries may be accepted if approved in advance by KDOT.

In the Metro Areas of Johnson, Wyandotte, and Shawnee Counties, the contractor will be required to deliver the material at the minimum rate of one hundred tons per location, per working day unless arranged otherwise with the Kansas Department of Transportation.

Detail delivery method for each location. If delivery includes use of rail, provide back-up delivery plan in case of rail issues beyond the control of the salt contractor.

Rush Order Requests: Any request for a ‘RUSH’ order must be approved by the District Maintenance Engineer (DME) in the district in which the delivery location resides by one of two methods: 1) Purchase Orders for ‘RUSH’ order requests will be sent by the ordering delivery location to the DME for signature and date prior to being sent to the contractor. 2) The delivery location will communicate with the DME and the DME may call the contractors representative to give his/her approval. ‘RUSH’ order requests may not be placed without DME approval.

Should any delivery conflicts or concerns arise the contractor may contact the KDOT Chief Procurement Officer, 785-296- 3266, for assistance.

1. **LIQUIDATED DAMAGES:** Should the contractor fail to complete delivery of an order within five (5) working days on each order, as specified in Paragraph 10, the State shall retain ten cents (10¢) per ton per calendar day exclusive of Saturdays, Sundays and legal holidays on the undelivered portion of the order. (Example: The State placed an order for 100 tons of materials; the contractor had delivered only 50 tons at the end of the fifth working day. The State shall retain $5.00 per calendar day exclusive of Saturdays, Sundays and legal holidays until the order has been completed.) If after five (5) days of liquidated damages and the contractor has failed to complete the order, within the agreed delivery time, the Kansas Department of Transportation reserves the right to purchase the material from the nearest source. Any additional cost to the Kansas Department of Transportation may be collected from the contractor. Such sum shall be deducted from the purchase authority and confirming agency purchase order before they are presented for payment. This sum shall be treated not as a penalty, but as a fixed, agreed, and liquidated damages to the State by reason of interference with business, added cost, administrative, and testing expense. The State reserves the right to waive all or any part of such liquidated damages.
2. **HAULING EQUIPMENT:** KDOT intends to utilize bottom dump trailers at locations whenever possible as well as rear dump trailers in some locations. No hauling equipment used for hauling bulk salt requiring unloading by scooping or requiring the use of a Drag Board will be allowed.

If the low bidder for a location bid both end dump and bottom dump delivery at the same price, KDOT will dictate the method of delivery with each order. If no method is specified on a KDOT order, the vendor may choose the method of delivery.

1. **SPECIFICATIONS:** The rock salt furnished under this contract shall meet all requirements of the attached Specification TS 94.4, dated May 9, 1985.
2. **BASIS OF PAYMENT:** Payment for rock salt will be based on the Schedule of Prices. The contractor shall furnish a copy of scale tickets to the representative of the Kansas Department of Transportation at the receiving location or at the vendor's plant depending on whether the delivery or pick-up method is chosen.

Bidders shall indicate on the Bid Form if they agree to divert delivery of load(s) from one contracted location to another location if the second location is within a 50-mile radius of the original contracted location or other diversion arrangement to be mutually agreed upon, with the charges based on the actual delivery location.

Authority for diversion will come from the District Maintenance Engineer in the district in which the original delivery location resides.

1. **PRICE ADJUSTMENT:** Salt Pricing for FOB Destination deliveries and per mile charges will be adjusted weekly based on the Average Retail On-Highway Diesel pricing for the Midwest region posted on the Energy Information Administration Website <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

If the price of fuel increases or decreases $ .10 per gallon the price of salt will increase or decrease $ .10 per ton accordingly. Adjustments will be made in $ .10 increments. The starting point is the price posted on the Closing Date.

**Closing Date May 19th, 2022.**

The order date not the delivery date will be the basis for the adjustment.

Price adjustment shall not apply when the hauling distance from the Salt Source to the delivery location is fifty (50) miles or less. In these instances, applicable invoices shall show the hauling distance in miles.

Fuel adjustment allowance shall be reflected as a separate line item on each invoice.

1. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases.** The bidder is responsible to determine what constitute a ‘Direct Purchase” pursuant to K.S.A. 79-3603(b) and are to determine pricing accordingly. Any questions should be addressed to the Kansas Department of Revenue, Division of Taxation, Taxpayer Assistance Center (877) 526-7738. The State shall not be responsible for Additional costs due to the bidder’s failure to understand this requirement.

**STATE OF KANSAS SPECIFICATIONS FOR**

**ROCK SALT**

The following specifications shall apply to purchases of ROCK SALT for the Kansas Department of Transportation. The State reserves the right to waive minor technicalities under this Specification.

* 1. **DESCRIPTION:**
  2. This specification covers rock salt for use in snow and ice removal and various other purposes.
  3. **MATERIALS:**
  4. **Standard Specification for Sodium Chloride:** The standard specification for sodium chloride is the American Society for Testing and Materials Specification D632-84, or revision thereof.
  5. **Gradation:** The rock salt shall comply with the following gradation requirement:

Weight Percent Passing

**Medium Salt**

**ASTM Type I Fine Salt**

**Sieve Size Grade 1 ASTM Type II**

" 100 No

3/8" 95 to 100 Gradation

No. 4 20 to 90 Requirement

No. 8 10 to 60

No. 30 0 to 15

* 1. **Caking Retardant:** The rock salt shall be treated with sodium ferrocyanide so as to contain a minimum of 25 ppm. Sodium ferrocyanide is also known as yellow prussiate of soda or YPS.
  2. **BASIS OF ACCEPTANCE:**
  3. Rock salt furnished under this contract will be accepted on the basis of the manufacturer's certification stating compliance with the specification. Two (2) copies of the certification signed by a responsible member of the company shall be submitted to the Engineer of Materials, Kansas Department of Transportation, Eisenhower State Office Building, Topeka, Kansas 66603. The certification shall include the source of material, gradation of material to be furnished and Department of Transportation contract and/or order number.
  4. The certification shall be supplied after notification of the contract award and shall be sufficient for the contract period if no changes in the materials and supply are necessary. The Department of Transportation reserves the right to sample and test any shipment received for compliance to specification.

**CONTRACTORS**

**Contract:**  **52029**

**Contractor:** **Central Salt LLC**

1420 State Road 14

Lyons, KS 67554

**Vendor ID:** **0000036954**

**Contact Person:** Lori Young

**E-Mail:**  [lyoung@centralsalt.com](mailto:lyoung@centralsalt.com)

**Toll Free Telephone:** 800-879-7258

**Local Telephone:** 620-257-5626 ext. 7821

**Cell Phone Number:** 620-680-1353

**Fax:** 620-257-5052

The salt offered by the bidder will be produced at:

Name of Refinery: **Central Salt – Lyons Mine**

Location of Refinery: **Lyons, KS**

Price Per Ton F.O.B. Vendor’s Plant:

**FINE GRADE $ 45.00 /TON**

Price Per Ton F.O.B. Vendor’s Plant:

**MEDIUM GRADE $ 45.00 /TON**

Would you agree to divert delivery of load(s) from one contracted location to another location if the second location is within a 50-mile radius of the original contracted location or other diversion arrangement to be mutually agreed upon, with the charges based on the actual delivery location?

**\_\_\_\_\_\_Yes \_\_\_X\_\_\_No**

Please list Cost per mile for any Delivery outside of any specified Delivery Location

Cost Per Mile: **$ N/A**

Authority for diversion will come from the District Maintenance Engineer in the district in which the original delivery location resides.

Payment Terms are: **Net 30 days**

Show discount(s) if payment is made in less than 30 days:

**N/A**

**Contract:** **52027**

**Contractor:** **Hutchinson Salt Co Inc**

PO Box 377

Baxter Springs, KS 66713

**Vendor ID:**  **0000055423**

**Contact Person:** Joe Bingham

**E-Mail:** [joe.bingham@hutchsalt.com](mailto:joe.bingham@hutchsalt.com)

**Toll Free Telephone:** 800-336-7258

**Local Telephone:** 620-856-3663 ext.206

**Cell Phone Number:** 620-249-2811

**Fax:** 620-856-3663

The salt offered by the bidder will be produced at:

Name of Refinery: **Hutchinson Salt Co**

Location of Refinery: **Hutchinson, KS**

Price Per Ton F.O.B. Vendor’s Plant:

**FINE GRADE $ NO BID /TON**

Price Per Ton F.O.B. Vendor’s Plant:

**MEDIUM GRADE $ NO BID /TON**

Would you agree to divert delivery of load(s) from one contracted location to another location if the second location is within a 50-mile radius of the original contracted location or other diversion arrangement to be mutually agreed upon, with the charges based on the actual delivery location?

**\_\_\_\_\_\_Yes \_\_\_X\_\_\_No**

Please list Cost per mile for any Delivery outside of any specified Delivery Location

Cost Per Mile: **$ N/A**

Authority for diversion will come from the District Maintenance Engineer in the district in which the original delivery location resides.

Payment Terms are: **Net 30 days**

Show discount(s) if payment is made in less than 30 days:

**N/A**

**Contract:** **52028**

**Contractor:** **Independent Salt Company**

PO BOX 36

Kanopolis, KS 67454

**Vendor ID:** **0000052920**

**Contact Person:** Chris Tully

**E-Mail:** [ctully@indsalt.com](mailto:ctully@indsalt.com)

**Toll Free Telephone:** 800-472-7258

**Local Telephone:** 785-472-4421

**Fax:** 785-472-5196

The salt offered by the bidder will be produced at:

Name of Refinery: **Independent Salt Company**

Location of Refinery: **1126 20th Road Kanopolis, KS**

Price Per Ton F.O.B. Vendor’s Plant:

**FINE GRADE $ NO BID /TON**

Price Per Ton F.O.B. Vendor’s Plant:

**MEDIUM GRADE $ NO BID /TON**

Would you agree to divert delivery of load(s) from one contracted location to another location if the second location is within a 50-mile radius of the original contracted location or other diversion arrangement to be mutually agreed upon, with the charges based on the actual delivery location?

**\_\_\_\_\_\_Yes \_\_\_X\_\_\_No**

Please list Cost per mile for any Delivery outside of any specified Delivery Location

Cost Per Mile: **$ N/A**

Authority for diversion will come from the District Maintenance Engineer in the district in which the original delivery location resides.

Payment Terms are: **Net 30 days**

Show discount(s) if payment is made in less than 30 days:

**Net 30**

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