

PROFESSIONAL SERVICES CONTRACT

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This Contract ("this Contract"), entered into by and between Indiana Department of Administration (the "State") and MORTON SALT INC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Indiana Department of Administration on behalf of All State Entities here in referred to as ("State") is establishing a quantity purchase agreement (QPA) for Road Salt. The Contractor shall provide these services and commodities necessary to the State as set forth in BID #ASA-19-086, the Contractor's response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

- Exhibit A** – List of Awarded Entities & Pricing
- Exhibit B** – INDOT & Other State Agencies Specifications
- Exhibit C** – Local Governmental Entities Specifications
- Exhibit D** – Performance Metrics and Corrective Actions
- Exhibit E** – BID #ASA-19-086 Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A – List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications**.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft

Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

- a. **Weekly Depot Salt Levels Report:** The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in **Exhibit A – List of Awarded Entities & Pricing**.

Reports shall include, at a minimum:

- List of depots in each awarded district (broken up by district) with location
- Current salt quantity levels

- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:

- Entity Name
- INDOT District
- Salt Type
- Tons Committed
- Total Tons Ordered within Reporting Period
- Last Order Date Within Reporting Period
- Tons Ordered To Date
- Tons Remaining (80%)
- Tons Remaining (120%)

- c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:

- Entity Name
- Order Date
- Order Dollar Amount
- Order Tonnage Amount
- Penalty Amount
- Reason for Penalty
- Rejected: Y/N

- d. **Delivery Report:** The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:

- Entity Name
- Invoice/Order Number
- Order Date
- Delivery Date
- Expected Delivery Date
- Days Overdue

F. Performance Metrics

Performance Metrics are delineated in **Exhibit D – Performance Metrics and Corrective Actions**.

G. Timely Responses to Inquiry

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

2. Consideration.

Total Remuneration under this Contract shall not exceed \$15,347,867.30. The Contractor agrees that all prices include delivery, shipping, service and administrative costs required to provide delivery to all State locations unless specifically approved, in writing, by the State.

3. Term. This Contract shall be effective for a period of one year. It shall commence on August 01, 2019 and shall remain in effect through July 31, 2020.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and

2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4)

the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30)

days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are N/A.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Tanner Ballinger, Vendor Manager
Procurement Division
Indiana Department of Administration
402 W. Washington St. Room W468
Indianapolis, Indiana 46204
E-mail: TBallinger@idoa.in.gov

B. Notices to the Contractor shall be sent to:

Debbi Jones, Highway Sales representative
Morton Salt, Inc.
444 West Lake St, Suite 3000
Chicago, IL 60606
E-mail: djones@mortonsalt.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) BID #ASA-19-086, (4) Contractor's response to BID

#ASA-19-086 and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State

Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 *SCM Template*) in any way except as follows: _____

N/A

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MORTON SALT INC

Indiana Department of Administration

By: Anthony T. Patton *Anthony T. Patton* By: *Mark Hempel*

Title: Director, US Gov't Bulk Deicing Sales & Marketing Title:

Date: 7/15/2019

Date: July 21, 2019

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Exhibit A – List of Awarded Entities

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

INDOT District	Salt Type	INDOT Early Fill	Quantity Needed	Delivery Method	Price Per Ton
40-LaPorte	Untreated	INDOT	15,000	Delivered	\$77.31
				Delivered & Loaded	\$83.31
				Pick Up	\$77.00
50-Seymour	Untreated	INDOT	6,500	Delivered	\$78.65
				Delivered & Loaded	\$84.65
				Pick Up	\$78.00

INDOT District	Salt Type	INDOT Seasonal	Quantity Needed	Delivery Method	Price Per Ton
40-LaPorte	Untreated	INDOT	63,950	Delivered	\$77.27
				Delivered & Loaded	\$83.27
				Pick Up	\$77.00
50-Seymour	Untreated	INDOT	34,100	Delivered	\$78.65
				Delivered & Loaded	\$84.65
				Pick Up	\$78.00

INDOT District	Salt Type	Other State Agencies	Quantity Needed	Delivery Method	Price Per Ton
40-LaPorte	Untreated	DOC - Indiana State Prison	50	Delivered	\$77.27
				Pick Up	\$77.00
40-LaPorte	Untreated	DOC - Westville Correctional Facility	100	Delivered	\$77.27
				Pick Up	\$77.00
50-Seymour	Untreated	DOC - Madison Correctional Facility	50	Delivered	\$78.65
				Pick Up	\$78.00
50-Seymour	Untreated	Madison State Hospital	50	Delivered	\$78.65
				Pick Up	\$78.00

INDOT District	Salt Type	Local Entity	Quantity Needed	Delivery Method	Price Per Ton
40 - La Porte	Untreated	Carroll County Highway	600	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Cass County Highway	1400	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Delphi	125	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Hobart	2800	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Knox	200	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of LaPorte	2000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Logansport	600	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Michigan City	5400	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Monticello	100	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Plymouth Street	1200	Delivered	\$77.72
				Pick Up	\$77.00

40 - La Porte	Untreated	City of Portage	4000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of South Bend	7000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	City of Valparaiso	4500	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Duneland School Corporation	150	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Fulton County Highway	600	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Jasper County Highway	800	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Lake Central School Corporation	300	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Lake County Highway	2000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Lake County Highway	4000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	LaPorte County Highway	4000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Marshall County Highway	2000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Portage Township Schools	200	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Porter County Highway	1000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Porter County Highway	1000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Porter County Highway	5000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Pulaski County	300	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	250	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	250	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	1250	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	1500	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	1500	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	2000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	St. Joseph County Highway	2250	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Starke County Highway Department	1500	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Bourbon	120	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Bremen	175	Delivered	\$77.72
				Pick Up	\$77.00

40 - La Porte	Untreated	Town of Chesterton Street	1500	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Flora	80	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Griffith	3000	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Hebron	120	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Highland	2500	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Lowell	800	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Merrillville	2800	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of New Carlisle	200	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of North Judson	120	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town Of Porter	1200	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Schererville	100	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Schererville	1900	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Walkerton Water	125	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Town of Walkerton Water	125	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Tri-Creek School Corporation	200	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	Valparaiso Community Schools	50	Delivered	\$77.72
				Pick Up	\$77.00
40 - La Porte	Untreated	White County Highway	1000	Delivered	\$77.72
				Pick Up	\$77.00
50-Seymour	Untreated	Bartholomew County Highway	4000	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Center Grove Comm School Corp	150	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	City of Madison	400	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	City of Seymour	400	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Cordy-Sweetwater Conservatory District	200	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Floyd County Road	1500	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Harrison County Highway	1000	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Jackson County Highway	1000	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Jefferson County Highway	120	Delivered	\$86.02
				Pick Up	\$82.00

50-Seymour	Untreated	Johnson County Highway Department	2900	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Lawrenceburg Community School Corp	20	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Monroe County Highway	2000	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Morgan County Highway	1600	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Ripley County	950	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Town of Edinburgh	300	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Town of Hanover	80	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Town of Milltown	75	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Town of Nashville	40	Delivered	\$86.02
				Pick Up	\$82.00
50-Seymour	Untreated	Town of New Whiteland	100	Delivered	\$86.02
				Pick Up	\$82.00

Exhibit B – INDOT & Other State Agencies Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) and OTHER STATE AGENCIES (OSAs)
2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS
FOR UNTREATED SODIUM CHLORIDE & SODIUM CHLORIDE TREATED WITH MAGNESIUM CHLORIDE

These specifications, terms, and conditions apply to salt for INDOT and Other State Agency locations identified within this solicitation. *These specifications will not apply to the Local Governmental Entities included in this solicitation.*

1.0 SCOPE OF WORK

- Exhibit A** – List of Awarded Entities & Pricing
- Exhibit B** – INDOT & Other State Agencies Specifications
- Exhibit C** – Local Governmental Entities Specifications
- Exhibit D** – Performance Metrics and Corrective Actions
- Exhibit E** – BID #XXX Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A – List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications**.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

- a. **Weekly Depot Salt Levels Report:** The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in **Exhibit A – List of Awarded Entities & Pricing**. Reports shall include, at a minimum:
 - List of depots in each awarded district (broken up by district) with location
 - Current salt quantity levels
- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:
 - Entity Name

- INDOT District
- Salt Type
- Tons Committed
- Total Tons Ordered within Reporting Period
- Last Order Date Within Reporting Period
- Tons Ordered To Date
- Tons Remaining (80%)
- Tons Remaining (120%)

c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:

- Entity Name
- Order Date
- Order Dollar Amount
- Order Tonnage Amount
- Penalty Amount
- Reason for Penalty
- Rejected: Y/N

d. **Delivery Report:** The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:

- Entity Name
- Invoice/Order Number
- Order Date
- Delivery Date
- Expected Delivery Date
- Days Overdue

F. **Performance Metrics**

Performance Metrics are delineated in **Exhibit D – Performance Metrics and Corrective Actions**.

G. **Timely Responses to Inquiry**

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

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 2016 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

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps, and free water.

Sodium Chloride

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.

Sodium Chloride treated with Liquid Magnesium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% sodium chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

$$\% \text{ sodium chloride} = \% \text{ apparent sodium chloride} - (\% \text{ magnesium chloride} + \% \text{ calcium chloride})$$

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 2016" 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).

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 Contractor 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 calendar day the salt remains on INDOT/OSA property.

5.0 DELIVERY

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 personnel responsible for coordinating salt deliveries (INDOT only). For OSAs, prior arrangements will need to be approved by the OSA contact responsible for coordinating salt deliveries. No payments from INDOT will be made for any load for which a delivery ticket, signed by an Indiana Department of Transportation representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare, and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. The Indiana Department of Transportation and OSAs reserve 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 or OSA.

A. Routine Deliveries Beyond Early Delivery Final Date

Contractor 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. Deliveries must be pre-scheduled with district designated personnel a minimum of 1 business day prior to the anticipated delivery date. Scheduling must include anticipated quantities, locations and timeframe for delivery.

Delivery must be 100% completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, INDOT and OSAs reserve 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 Contractor, not as a penalty but as liquidated damages. When the Contractor contacts INDOT or the OSAs to confirm delivery (as stated in previous paragraph), should the Ordering Entity no longer need the salt originally ordered, the Contractor will provide the liquidated damages amount in the form of a check to the Ordering Entity. In this instance, the amount shall be calculated beginning on the tenth business day and spanning to the date of order cancellation, but not to exceed the maximum amount previously stated. Should there be any discrepancies, the State Vendor Manager shall evaluate the situation and provide guidance.

Orders shall be placed by telephone or email during regular working hours to the office specified by the Contractor. The Contractor should provide a single telephone number and a single email address for all orders made for each purchase order. The Contractor shall provide order confirmation via e-mail or fax, so that each INDOT District and OSA can provide verification for each telephone or email order.

B. Early Delivery Period

The Contractor 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 as follows:

- La Porte and Fort Wayne INDOT Districts: 50% of order delivered on or before October 15, 2019 and 100% delivered on or before November 15, 2019.
- Crawfordsville, Greenfield, Seymour, and Vincennes INDOT Districts: 50% of order delivered on or before November 1, 2019 and 100% delivered on or before December 1, 2019.

For each business 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 Contractor, not as a penalty but as liquidated damages. INDOT is committed to purchasing 100% of the Early Fill amounts listed by INDOT district (as listed in the INDOT Early Fill Requirement spreadsheet), not sub-district.

6.0 BASIS OF PAYMENT

The Indiana Department of Transportation and OSAs shall pay the negotiated Contract per-ton-price for the type of salt (as specified in Bid List.xls), furnished and delivered to the various locations as designated. There shall be no other charges. Pricing submitted by respondents will be the price for purchases from 0% to the maximum of the commitment range of 120%. *Any additional tons needed beyond the maximum commitment range (120%) 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; each OSA commits to purchase 80% of each entity's requested tonnage. The quantities in the Bid List.xls are 100%.

- 80-120% Commitment Range - All INDOT Districts (Crawfordsville, Fort Wayne, Greenfield, LaPorte, Seymour, and Vincennes)
 - "Delivered" is price of salt per ton delivered to the INDOT or OSA location
 - "Delivered + Loaded" is price of salt per ton to deliver to the INDOT or OSA location and load the salt via a conveyor (see section 9.0 for loading requirements)
 - "Pick-Up" is the price of the salt per ton

7.0 INVOICING

The Indiana Department of Transportation and OSAs require the Contractor to invoice the Indiana Department of Transportation or OSA for each Subdistrict location (or OSA facility) where business has been transacted. Invoices shall itemize the daily activity for that Subdistrict/location.

In accordance with Section 5.0, DELIVERY and Section 8.0, DEDUCTIONS of the Specifications & Special Provisions, the Indiana Department of Transportation and OSAs will notify the Contractor(s) in writing no more than twice a month for each Unit or Subdistrict location (or OSA facility) when liquidated damages for late deliveries or

deductions for non-compliance with specifications are being assessed. The Contractor(s) shall submit a credit memorandum to INDOT (or OSA) for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from INDOT or OSA.

Payment will be made following necessary testing and evaluation as described in the contract terms. INDOT and OSAs shall complete necessary testing and evaluation within ten (10) business 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

Sodium Chloride

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.

Sodium Chloride treated with Liquid Magnesium Chloride

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 91 percent through 87 percent and \$2.00 (two dollars) per ton for each percentage point from 86 percent through 82 percent. Material with purity less than 81.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride	Sodium Chloride treated with Liquid Magnesium Chloride
\$1.00 per Ton	94 – 90 %	91 – 87 %
\$2.00 per Ton	89 – 85 %	86 – 82 %
Paid at \$4.00 per Ton	Less than 84.5 %	Less than 81.5 %

B. MOISTURE

Sodium Chloride

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:

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

G=Gross weight of material (wet).

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

Sodium Chloride treated with Liquid Magnesium Chloride

If the moisture content exceeds five and three tenths (5.3) 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:

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

C. GRADATION

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (9.5 mm)	95 - 100
No. 4 (4.75 mm)	20 - 95
No. 8 (2.36 mm)	10 - 65
No. 30 (0.60 mm)	0 - 20

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 inch	3/8 inch	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	2.0
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0

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 2016. 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 or OSA 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 DELIVERY

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

- Venders will provide weekly documentation due every Monday once deliveries have started. Documentation must be provided via email to the ordering district representative and to the State Winter Operations Manager. OSA locations are not included in this INDOT report.

Documentation must include the following by district:

1. Order totals (tons) filled the previous week
2. Order totals (tons) outstanding to date
3. Order totals (tons) that are delinquent beyond 10 business days
4. Depot locations with on ground totals of INDOT stockpiles.

- Venders will be required to attend bi-weekly teleconferences with district representatives when scheduled by INDOT. Venders should be prepared to brief INDOT logistics and operations staff on current status on above items and any additionally inquires that INDOT may have.

- Delivered and Loaded; shall mean placement of salt in the departments designated storage buildings, with equipment and labor furnished by the Contractor or the Contractor's appointed hauler. Loading shall be directly from the truck to the 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.
- Loading equipment shall be provided by the Contractor or the Contractor's appointed hauler, which shall be capable of fully loading INDOT's storage buildings. The Contractor may review specific sites in order to determine equipment required. A pre-planned time for such visits is required. Loading equipment should include conveyors or other equipment as **approved** by INDOT (or OSA). The Contractor shall use commercially reasonable best efforts to make additional conveyors (more than one) available to INDOT Districts that have larger amounts of salt needing conveyed.
- Failure to load salt in the INDOT (or OSA) 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.
- Delivered No Deduction; shall mean salt that is delivered but not loaded in the Department's designated storage buildings. **This delivery method must be pre-approved by the INDOT District Highway Management Director (or OSA contact) and marked on the delivery ticket as such.** Deliveries without prior authorization and the salt not loaded in the building will result in liquidated damages as listed above.
- Delivery tickets must be marked by the Department as:

"Delivered and Loaded" to indicate full payment for delivery and loaded as bid. (Salt properly placed in the building.)

"Delivered" to indicate material delivered but not loaded resulting in the deduction for liquidated damages above. (This represents dumped without authorization.)

"Delivered - No Deductions" to indicate that the Department or OSA required a delivery outside a storage building. (This represents dumped with permission.)

The Contractor is required to provide delivery ticket in the format that contains the above terms to facilitate faster actions.

- The Contractor will be responsible for any damage to the salt shed resulting from improper piling of salt. Further, the Contractor may be required to move any material improperly stacked.
- Conveyor loading only is acceptable at all Districts. Slinger loading is not acceptable. The Indiana Department of Transportation and OSA's reserve the right to reject Contractor loading if the price or quantity being delivered is unacceptable.

10.0 DEFINITIONS AND TERMS

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

Calendar Day – Every day shown on the calendar.

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

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(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 AASHTO 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 2016.

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

Indiana Test Method or Procedure

ITM 810-15T Deicing Material, Dated June 6, 2015

http://www.in.gov/indot/div/mt/itm/pubs/810_testing.pdf

11.0 FAILURE TO MEET OBLIGATIONS

If the Contractor is unable to meet its agreement obligations as set out in this invitation, the Indiana Department of Transportation and Other State Agencies, at the State's 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.

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

Exhibit C – Local Government Entities Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS

LOCAL GOVERNMENTAL ENTITIES
2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS
FOR TREATED/UNTREATED SODIUM CHLORIDE

These specifications, terms, and conditions apply to Other/Local Governmental Entities that are listed within this solicitation. *These specifications will not apply to INDOT locations or other State Agencies in this solicitation.*

Other/Local Governmental Entities 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.

I. 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. Sodium Chloride will be in accordance with the 2016 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.

II. SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

A. Untreated Sodium Chloride

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.

1) 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.

Deduction	Sodium Chloride
\$1.00 per Ton	94 – 90 %
\$2.00 per Ton	89 – 85 %
\$4.00 per Ton	Less than 84.5 %

2) 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:

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

G = Gross weight of material (wet)

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

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (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

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

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	2.0
For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0

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 determine 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:

- a) First, tons eligible for payment shall be calculated as noted above in *Section 2 – Moisture*.
- b) Second, a deduction, as specified above, will be made for gradation failure.
- c) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

B. Treated Sodium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% Sodium Chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

$$\% \text{ sodium chloride} = \% \text{ apparent sodium chloride} - (\% \text{ magnesium chloride} + \% \text{ calcium chloride})$$

1) 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-one percent (91%) through eighty-seven percent (87%) and \$2.00 (two dollars) per ton for each percentage point from eighty-six percent (86%) through eight-two percent (82%). Material with purity less than eighty-one point five percent (81.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride
\$1.00 per Ton	91 – 87 %
\$2.00 per Ton	86 – 82 %
\$4.00 per Ton	Less than 81.5 %

2) Moisture

If the moisture content of Treated Sodium Chloride exceeds five and three tenths percent (5.3%), 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:

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

G = Gross weight of material (wet)

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

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (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

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

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	2.0

For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0
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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 determine 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:

- d) First, tons eligible for payment shall be calculated as noted above in *Section 2 – Moisture*.
- e) Second, a deduction, as specified above, will be made for gradation failure.
- f) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

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

III. INSPECTION

All Sodium Chloride delivered will be visually inspected by Buyer at the time of delivery and samples may be tested for gradation, purity, and moisture content in accordance with Indiana Testing Method (ITM) 810. All materials being used are subject to inspection, test, or rejection at any time.

IV. REJECTION

Any material delivered which contains lumps, foreign matter, 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 at the delivery site.

V. DELIVERY

All deliveries must be coordinated with the Ordering/Local Governmental Entity prior to delivery. No payments will be made for any load for which a delivery ticket, signed by a Buyer representative, cannot be produced.

Delivery tickets for all deliveries shall indicate gross, tare and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for 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 truck at no cost to the Buyer.

Vendor shall make deliveries in trucks with solid or waterproof tarps to various stockpile locations, as defined in Bid List.xls, for which it has received an Award of Contract. Delivery shall be completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, \$200.00 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 Entity can provide verification for each telephone order.

The Vendor will be responsible for any damage to the salt delivery areas/buildings resulting from improper piling of salt. Further, the Vendor may be required to move any material improperly stacked.

VI. BASIS OF PAYMENT

Payment for all Sodium Chloride shall be for the negotiated Contract per-ton-price (either untreated or treated), furnished and delivered to the various locations as designated. There shall be no other charges.

Delivered price is the price per ton of salt delivered to the specified local entities. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range of 120%. *Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.*

Local Governmental Entities commit to purchase at least 80% of the total tonnage; quantity listed 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.

VII. INVOICING

Request for payment on deliveries shall be made monthly for all materials furnished to the Buyer/Local Governmental Entity and all details surrounding the billing and payment shall be between the Local Governmental Entity and the Contractor.

In accordance with *Section II – SPECIFICATIONS and Section V – DELIVERY*, the Local Governmental Entities will notify the vendor(s) in writing no more than twice a month when liquidated damages for late deliveries or deductions for non-compliance with specifications are being assessed. The vendor(s) shall submit a credit memorandum to the Local Governmental Entity for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from the Local Governmental Entity.

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

VIII. 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 2016

(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.

IX. FAILURE TO MEET OBLIGATIONS

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

Exhibit D – Performance Metrics and Corrective Actions

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

A. Performance Metrics

The State has developed a set of performance metrics and targets, defined in **Section 1 (C) – Pre-Season Meeting(s)**, **Section 1 (D) – Bi-Weekly Calls**, **Section 1 (E) – Reporting**, **Section 1 (G) – Timely Responses to Inquiry**, **Exhibit B – INDOT & Other State Agencies Specifications**, and **Exhibit C – Local Governmental Entities Specifications**, which the Contractor shall meet or exceed in order to be in good standing on the contract. The performance for the metrics referenced in **Section 1 (C) – Pre-Season Meeting(s)**, **Section 1 (D) – Bi-Weekly Calls**, **Section 1 (E) – Reporting**, **Section 1 (G) – Timely Responses to Inquiry** and invoice credits shall be reviewed quarterly by the State Contract Manager and can be discussed via quarterly conference call or via email.

Invoice Credits will only be applied to Pre-Season Meeting(s), Bi-Weekly Calls, Reporting or Timely Response non-compliance issues. Deductions resulting from non-compliance of the Scopes of Work listed in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications** are detailed in these documents and will be applied by the purchasing entity per the guidelines and timeframes set forth in these documents.

B. Corrective Actions for Non-Compliance

In addition to Invoice Credits, the Contractor may be subject to Corrective Actions as detailed below. Once a final scorecard, which will include the above referenced performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

- **Non-compliance with General Contract Provisions**
The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work, as defined in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications** of the Contract, and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- **Non-compliance with Reporting Requirements**
Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in **Section 1 (E)** of the Contract, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable discretion.
- **Non-compliance with Performance Metrics**
The State has developed a set of Performance Metrics as defined above in this Exhibit that the Contractor shall meet or exceed in order to be in good standing on the contract. The Performance Metrics shall be, at a minimum, reviewed quarterly by the State Contract Manager to identify any issues requiring immediate attention from the State and Contractor. The State reserves the right to assess administrative fees in the form of a check for non-compliance at the discretion of the State Vendor Manager.

- Corrective Actions

In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

The nature of the corrective action(s) shall depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive within (5) business days of request. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State Contract Manager in writing.
- Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses.

Exhibit E – BID #ASA-18-062 Documentation

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

SEE ATTACHED DOCUMENTS



STATE OF INDIANA

ASA-19-086

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of:

INDOT, OTHER STATE AGENCIES, AND LOCAL GOVERNMENT ENTITIES

Solicitation for:

ROAD SALT

Bid Due Date: May 1, 2019 at 3:00PM EDT

This is an electronic version of a negotiated bid. Any alteration to the text or any file associated with this bid in any way that could be construed to change the intent of the original document is forbidden. Any changes made to the original document may result in your proposal being considered nonresponsive.

The original signed document is on file with the Indiana Department of Administration, Procurement Division.

Thank you for your interest in doing business with the State of Indiana.

CONTENTS OF ASA-19-086

ASA-19-086 consists of the following documents, which may be downloaded from this web site:

- [Addendum 1](#), - Posted on 04/25/2019
- [Bid Information Cover Sheet](#)
- [Bid Package](#)
- [Bid List](#), - Updated on 4/25/2019

- [Indiana Economic Impact Form](#)
- [Sample Contract](#), - Updated on 4/25/2019
- [Question and Answer Responses](#), - Posted on 4/25/2019
- [2019-2020 INDOT And OSA Salt Specifications](#)
- [2019-2020 Local Government Entity Salt Specifications](#)



State of Indiana Bid**Contact:**

Eric Klinefelter
Director of Account
Management and Sourcing
Operations
eklinefelter@idoa.in.gov
Phone: (317) 232-1796

BID INFORMATION COVER SHEET

Negotiated Bid # ASA-19-086,
Road Salt for INDOT, Other State Agencies,
and Local Government Entities

Bid Responses Due: May 01, 2019 by 3:00 PM EST

Instructions: Please provide the information requested below and submit this bid information cover sheet in the bid response.

BIDDER CONTACT INFORMATION

Company Name	Morton Salt, Inc.
Company Bidder ID#	000029590
Contact Name/Title	Andrew Lorenzini, Senior Bid Analyst
Contact Phone/Email	312-807-2859 alorenzini@mortonsalt.com

PLEASE IDENTIFY IF THE FOLLOWING PREFERENCES ARE CLAIMED IN THIS COMPLETED BID PACKAGE:

☒ U.S. Manufactured Preference

Please be advised only one of the pricing preferences listed below may be claimed.

☐ Indiana Business Preference (IBP)

☐ Indiana Small Business Preference (ISBP)

BELOW IS A CHECKLIST OF ITEMS TO BE INCLUDED IN THE BID SUBMISSION. FAILURE TO COMPLETE ALL REQUESTED ITEMS MAY RESULT IN REJECTION OF YOUR BID.

<input checked="" type="checkbox"/> Completed Bid Information Cover Sheet	<input checked="" type="checkbox"/> Completed Bid List in original <u>EXCEL</u> format (NO PDFs)
<input checked="" type="checkbox"/> Completed Bid Package, containing the following: <ul style="list-style-type: none">Response to <i>Sample Contract</i> and outlined <i>Terms and Conditions</i> (Page 5)Identification of any Purchasing Preferences Claimed (Pages 7-8)Completion of <i>Minority and Women's Business Enterprises Subcontractor Form</i> (Pages 9-10)Completion of <i>Indiana Veteran Owned Small Business Subcontractor Form</i> (Pages 11-12)Completion of <i>Invoice Automation Program</i> and <i>ONE Indiana</i> Questions (Page 14)Identification of Emergency Information (Page 16)Identification of Requested Exceptions to Outlined Specifications (Page 17)Company Information with Authorized Signature (Page 20)	<input checked="" type="checkbox"/> Completed Indiana Economic Impact Form <input checked="" type="checkbox"/> One (1) electronic (CD) copy of bid response documents

PLEASE USE THE FIELD BELOW TO PROVIDE ANY ADDITIONAL COMMENTS RELEVANT TO THE BID SUBMISSION

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Type of Award

The State intends to establish a Contract for Services for Road Salt for INDOT, Other State Agencies, and Local Government Agencies to begin August 01, 2019 or from date of last State signature, whichever is later, and end July 31, 2020 or one year after the State's last signature, whichever is later. Contract may be mutually renewed yearly for three additional years under the same terms and conditions.

Renewals are subject to the approval of the Department of Administration and the State Budget Agency. Total term of this agreement including all renewals, shall not exceed four years.

Current State of Indiana contract information and pricing for road salt is available at the following web address:
<http://www.in.gov/idoa/2624.htm>

Key Bid Dates

The following timeline has been provided as an illustration of the bid process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are tentative and subject to change.

Activity	Date
Issue of Bid	April 15, 2019
Deadline to Submit Written Questions	April 22, 2019 by 12:00 PM EST
Response to Written Questions	April 25, 2019
Submission of Proposals	May 1, 2019 by 3:00 PM EST
Award Recommendation	May 10, 2019

Question and Answer Period

All questions pertaining to this bid are due by **12:00 PM EDT on Monday, April 22, 2019**. Questions should be emailed to rfp@idoa.in.gov using the Microsoft Excel sheet labeled "Question and Answer Template." The State will upload responses to all questions received by **Thursday, April 25, 2019** to the solicitation webpage (<http://www.in.gov/cgi-bin/idoa/cgi-bin/bidad.pl>).

Best and Final Offer

Bidders must be advised that a Best and Final Offer (BAFO) Round will NOT be conducted for this solicitation. Therefore, it is expected that bidders submit their most competitive pricing upon submission of their bid documents.

Payments

For transactions with State agencies, IC 4-13-2-14.8 requires:

Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credit.

U.S. Manufactured Preference

If claiming the U.S. Manufactured preference, bidders must clearly specify the items qualified for the preference. If claiming the U.S. Manufactured preference, include a letter on **company (manufacturer) letterhead** confirming the cost of the product or its components exceed 50% of the cost of all components. **Failure to indicate individual line items claimed under this preference or failing to include a letter may affect the evaluation of the bid.**

Bidder Registration

Prior to award of this solicitation your business must register as a bidder at <http://www.in.gov/idoa/2464.htm>. Just click on "Register as a Bidder." Please be sure to complete the Buy Indiana certification page. It is preferred that businesses register immediately so that delay of solicitation award would not occur. This registration is maintained by you and you may update your information at any time. It remains in the database and covers all solicitation responses you submit to any state agency. It is very important that it be kept current. If you do not have access to a computer, you may call 317-234-3542 for assistance with your registration.

Buy Indiana

Prior to award of this solicitation your business must register as a bidder at <http://www.in.gov/idoa/2464.htm>. Please be sure to complete the Buy Indiana certification page. It is preferred that businesses register immediately so that delay of solicitation award would not occur. This registration is maintained by you and you may update your information at any time. It remains in the database and covers all solicitation responses you submit to any state agency. It is very important that it be kept current. If you do not have access to a computer, you may call 317-234-0234 for assistance with your registration.

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Respondents must also fully complete the Indiana Economic Impact form (Attachment C) and include it with their proposal response.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment in Indiana of \$5 million or more in plant and/or equipment or annual lease payments in Indiana of \$2.5 million or more shall qualify as an Indiana business under I.C.5-22-15-20.5 (b)(4).

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under I.C. 5-22-15-20.5 (b)(5).

Indiana Economic Impact

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form. The form is an Excel document and contains two tabs: 1) Attachment C and 2) FTE Details. Both sections must be completed. The form asks for, among other information:

- a. The amount of the contract that is being allocated for payroll and benefits to Indiana residents.
- b. The amount that is being awarded to Indiana subcontractors and suppliers.
- c. The amount that is being subcontracted to Indiana certified minority and women-owned businesses.

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

Submission Requirements

Bidders must complete the bid list in the attached Excel file and submit the (Excel) file to the State, along with the other bid documents. When submitting the Excel file with bid prices, the vendor must send **one (1) electronic copy on CD.**

Pricing

Pricing on this solicitation must be firm and remain open for a period of not less than 180 days from the proposal due date.



STATE OF INDIANA

ASA-19-086

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of
INDOT, Other State Agencies, and Local Government Entities

Solicitation For:
Road Salt

Response Due Date: May 1, 2019 by 3:00pm EDT

Eric Klinefelter, Director of Account Management and Sourcing Operations
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

STATE OF INDIANA
NEGOTIATED BID PACKAGE TO ESTABLISH A
QUANTITY PURCHASE AGREEMENT
FOR: Road Salt, ASA 19-086

IF YOU HAND-DELIVER SOLICITATION RESPONSES:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of July 21, 2008, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

GENERAL INFORMATION: A checklist is provided below to assist you. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical. Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

- A. ☒ In order to receive an award, you must be registered with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the Award, all bidders are strongly encouraged to register prior to submission of a bid. Bidders should go to <http://www.in.gov/idoa/2464.htm> and click on *Bidder Registration* to register.
- B. ☒ All companies desiring to do business with the State must complete and return an *Indiana Economic Impact* form, which is included as part of this solicitation. The collection and recognition of the information collected with the *Indiana Economic Impact* form places a strong emphasis on the economic impact a project will have on Indiana and its residents, regardless of where a business is located. The collection of this information does not restrict a company or firm from doing business with the State. Pursuant to IC 5-22-15-20.5, recently enacted legislation in HEA 1080 (2004) requires a bidder to provide the information identified in the *Indiana Economic Impact* form.
- C. ☒ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
- D. ☒ The State will only accept original signatures. The bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid. The Non-Collusion Certification language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this package. Facsimile or electronic bids are not acceptable at this time. However, you are required to submit a copy of your entire proposal to the State via CD-ROM by the due date and time listed above.
- E. ☒ Do not add, delete or modify any contractual terms and conditions. Terms of the award will be those listed in this package and the resulting purchase order only.
- F. ☒ If you are not willing to accept a split award (partial order), your request must include the statement *Bidding All or None*. The State reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder, or to make a multiple-award. ITEMS NOT BID – if a bidder does not desire to submit a bid for an item, you should indicate *NO BID* in the unit price column for that item.
- G. ☒ The request must be received and clocked in by or prior to the due date and time indicated above. Each bid must be returned in a separate envelope. The envelope must clearly indicate the following information:
 - a. The notation *Negotiated Sealed Bid*
 - b. The *Solicitation Number*
 - c. The *Due Date and Time*
- H. ☒ The completed envelope must be returned to:

Department of Administration, Procurement Division
402 West Washington Street
Room 468
Indianapolis, IN 46204
ATTENTION: BID ROOM

CAUTION TO VENDORS ABOUT SHIPPING/MAILING: UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE PROCUREMENT DIVISION DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT BID RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.



GENERAL INFORMATION RELATED TO NEGOTIATED BIDDING

Please review this section carefully as it provides information on Negotiated Bidding which differs in certain aspects from the usual Competitive Bidding process. The key differences and relevant points are outlined below. Please refer to IC 5-22-7.3 for the relevant code that governs this procurement

1. IC 5-22-7.3. This procurement is being conducted using Negotiated Bidding pursuant to IC 5-22-7.3 which became effective on July 1, 2006

2. Evaluation Criteria. This Negotiated Bid will be evaluated on the basis of the overall low (per salt type, district, and purchasing entity type.) Please refer to ASA 18-062 Bid List Instructions for additional information on evaluation criteria.

3. Discussions with Bidders. Discussions may be conducted with bidders after receipt of the initial bid. These discussions may include discussions on price. If discussions are conducted they will involve all responsive bidders and will be conducted in writing. Equivalent information will be provided to all bidders with whom discussions are conducted. As a result of these discussions bidders may be asked to submit revised bids. Bidders may respond to this request by submitting their initial bid unchanged, however prices cannot be increased, they must remain the same or lower.

4. Bid Opening. Initial Bids will be opened on or after the Due Date and Time. The bid opening will not be public, and will be conducted by an employee of the purchasing agency in the presence of one (1) or more other employees of the purchasing agency. If discussions are conducted with bidders, and bidders submit revised bids, the procedure for opening of these revised bids will be similar.

5. Bid Register. A bid register will be prepared containing relevant bid information, and will be made public no less than 7 days before the successful bidder is notified of award of contract, pursuant to Section 9 of IC 5-22-7.3

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT: This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.

1 (a) – A sample contract that the State expects to execute with the successful Respondent(s) has been provided in this solicitation. (See Sample Contract in bid documents). This contract contains both mandatory and non-mandatory clauses. It is the State's expectation that the final contract will be substantially similar to the sample contract provided. In the yellow text box immediately following this section, please indicate acceptance of these mandatory contract terms. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses in the yellow text box as well. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it's the State's strong desire to not deviate from the contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes.

The mandatory master contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology (Only mandatory when contract is for IT products or services)
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

2. PRICING: Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor. (If discussions are held with bidders, the Awarded Price will be the price contained in the final revised bid submitted by the winning bidder(s))

3. TERMINATION FOR CONVENIENCE: This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.

4. FUNDING CANCELLATION: When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

5. INSURANCE: If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.

6. DELIVERY: Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be canceled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.

7. QUANTITY: Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.

8. COMPLIANCE WITH SPECIFICATIONS: The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.

9. WARRANTY: The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.

10. INTELLECTUAL PROPERTY DEFENSE: The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets

11. PAYMENTS: All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

12. COMPLIANCE WITH LAWS: The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.

13. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT: As required by IC 5-22-3-7, the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law.

14. NONDISCRIMINATION: Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.

15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

1 (a) As referenced in **Section 1a** of the **Terms and Conditions** (page 4 of 21) and the **Sample Contract** included within the bid documents, please indicate acceptance of the mandatory contract terms in the field below. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it is the State's strong desire to not deviate from the sample contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes. **Failure to provide your agreement, rejection, or alternative wording of the contract terms may lead to the rejection of your bid. Please be sure to include responses in the designated field below.**

Morton Salt, Inc. accepts the mandatory contract conditions.

ePROCUREMENT GUIDELINES

1. Register as a valid bidder for the State of Indiana (SOI)
2. Basic commitment and level of effort in supporting:
 - Attend supplier summit meeting to identify State of Indiana catalog requirements
 - Catalog development (Internal Catalogs)
 - a. Include only items identified on QPA contract
 - b. Include only established prices identified on QPA contract
 - Catalog development (PunchOut) if vendor supports cXML standards
 - Supports the specific data elements outlined by the SOI
 - a. MBE/WBE
 - b. Recycled Content
 - c. US Manufacture
 - d. Alternative Fuel Vehicle
 - e. Case Pack
 - f. Action
 - g. Effective Date (of the item)
 - h. Supplier's Name
 - i. Supplier's ID #
 - j. Product Description (Short)
 - k. Product Description (Long)
 - l. Supplier Part #
 - m. Supplier Part # Extension
 - n. UOM
 - o. List Unit Price
 - p. Minimum Quantity
 - q. Effective Date (of the price)
 - r. Manufacturer Name
 - s. Manufacturer Part #
 - t. UNSPSC Segment Description
 - u. UNSPSC Family Description
 - v. UNSPSC Class Description
 - w. UNSPSC Commodity Description
 - x. UNSPSC Code
 - y. ETA (Lead Time)
 - z. Currency Code
 - aa. Expiration Date
 - bb. Image FileName or URL
 - cc. Type of Image
 - Catalog maintenance and transaction capabilities
3. Adhere to UN/SPSC mapping requirements. UN/SPSC information can be found at the following website. <http://www.unspsc.org>
4. Adhere to UN or ANSI X.12 standard UOM's. UOM information can be found at the following website. http://www.unece.org/fileadmin/DAM/cefact/recommendations/rec20/rec20_rev3_Annex2e.pdf

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found in the vendor's handbook at, <http://www.in.gov/idoa/files/VendorHandbook.pdf>, beginning on page 15.

Each bidder must answer the following questions pertaining to purchasing preferences. **No preference will be applied unless these questions have been answered and any required attachments included.**

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below)

Yes X No _____

Vendor must provide information at the individual line level in regards to this preference. If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

Untreated Salt -Laporte District (Line #46-50); Seymour District (Line #51-55) Vincennes District (Line #56-60)

2. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)?

Yes _____ No X

Indicate under which provision you are claiming to qualify as an Indiana business. For 1, 2, and 3, fully complete the *Indiana Economic Impact Form* (State Form # 51778), and include it with your bid/proposal. If you are claiming this preference based 4 or 5, please submit the documentation as requested under each category.

- _____ (1) A business whose principal place of business is located in Indiana
_____ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana
_____ (3) A business that employs Indiana residents as a majority of its employees

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more qualifies as an Indiana business under category 4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

- _____ (4) A business that makes significant capital investments in Indiana

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR), qualifies as an Indiana business under category 5. To verify that your company qualifies, you can e-mail buyindianainvest@idoa.in.gov. Please submit the response received from that e-mail for verification purposes.

- _____ (5) A business that has a substantial positive economic impact on Indiana

There are the following price preferences for supplies purchased from an Indiana business:

- (1) Five percent (5%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
(2) Three percent (3%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000), but less than one million dollars (\$1,000,000);
(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

3. Are you claiming the Indiana Manufactured Preference?

Yes _____ No X

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business, in addition to the price preference available under supplies purchased from an Indiana Business:

- (1) Three percent (3%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
(2) Two percent (2%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000) but less than one million dollars (\$1,000,000);
(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

Indiana manufactured is defined as a substantial amount of manufacturing, assembly or production occurring in the State of Indiana. To be eligible to claim the Indiana Manufactured Preference, necessary documentation confirming the supplies meet Indiana manufactured must be provided for review by the state.

4. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)?

Yes _____ No X

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the following categories:

- _____ (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year
- _____ (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons
- _____ (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less
- _____ (4) A manufacturing business which employs no more than 100 persons
- _____ (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000
- _____ (6) A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a)(1-3).

5. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)?

Yes _____ No X

To be eligible to claim the recycled products preference, qualifying products must contain at least 20% recycled materials (30% post-consumer for white copy-paper). Bidders *must* provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed.

6. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)?

Yes _____ No X

7. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)?

Yes _____ No X

8. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5)?

Yes _____ No X

9. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)?

Yes _____ No X



MORTON SALT

APRIL 26, 2019

US Manufacturer Confirmation

Morton Salt, Inc. can confirm that over 50% of the components of the product, for which Morton Salt has submitted pricing, have been manufactured in the United States of America.

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, if the purchase is for a Commodity/Services the contract goal for this solicitation is 4% Minority participation and 9% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/mwbe/2743.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/mwbe/2743.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

IMPORTANT NOTE: IF YOUR COMPANY IS COMMITTING TO UTILIZE MWBE SUBCONTRACTORS FOR THE REQUESTED SERVICES, THIS FORM **MUST** BE COMPLETED IN ITS **ENTIRETY** WITH COMPLETED LETTERS OF COMMITMENT. COMMITMENTS WILL BE APPLIED TO ALL SALT TYPES, INDOT DISTRICTS, AND ENTITY CATEGORIES INCLUDED IN YOUR BID UNLESS OTHERWISE STATED IN THE BID RESPONSE. BIDDERS **MUST** ATTACH ADDITIONAL, SEPARATE MWBE FORMS (AND COMMITMENT LETTERS) IF COMMITMENTS VARY BY DISTRICT, ENTITY TYPE, AND/OR SALT TYPE.

BID: ASA-19-086, Road Salt
DUE DATE: May 1, 2019 by 3:00PM EST
TOTAL BID AMOUNT: \$19,732,258.80

<input checked="" type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name: Jack Gray Transportation Services	Contact Person: Brian Halaschak	
Address: 4600 E 15th Ave Gary, IN 46403	E-mail: sales@jackgray.com	
Sub-Contract Amount: \$234,026.00	Telephone Number: (219) 561-1458	Fax Number: ()
Sub-Contract Percentage of Total Bid: 1%	Describe service/product to be provided: hauling of untreated rock salt	
Provide approximate dates when Sub-Contractor will perform on this project:		

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Morton Salt, Inc.
 Respondent Firm
 444 West Lake Street, Suite 3000
 Address
 Chicago, IL 60606
 City/State/Zip Code
 Andrew Lorenzini
 Representative
 4/26/19
 Date

312807-2859
 Telephone Number
 312-896-9208
 Fax Number
 alorenzini@mortonsalt.com
 Email Address

 Authorizing Signature
 Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing
 Printed Name and Title

☐ Please check if additional forms are attached.
 Page _____ of _____



April 24, 2019

Mr. George Brown
Morton Salt, Inc.
A K+S Group Company
gbrown@mortonsalt.com

RE: Morton Salt – Letter of Commitment

Dear George,

As per our negotiated agreement, Jack Gray Transportation Services, Inc., commits to the delivery of Bulk Safe-T-Salt to the State of Indiana and its associated municipalities, for a sub-contract approximate amount of \$234,026.00.

We commit to make deliveries for the entirety of the contract period 8/1/2019 to 7/31/2020.

We are certified in Indiana as a Minority and Women Owned Business Enterprise (M/WBE).

Sincerely,

Brian Halaschak,
Chief Revenue Officer
219.561.1458
sales@jackgray.com



STATE OF INDIANA

Michael R. Pence, Governor

DEPARTMENT OF ADMINISTRATION Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W478
Indianapolis, IN 46204
(317) 232 - 3061

6/17/2016

Ms. Danette Garza
Jack Gray Transportation Services, Inc.
4610 E. 15th Ave.
Gary, IN 46403

Subject: Application for M/WBE Certification

Dear Ms. Danette Garza,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that Jack Gray Transportation Services, Inc. is hereby certified as a Minority and Women's Business Enterprise (M/WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority or Women's Business Enterprise (M/WBE) participation:

UNSPSC CODE(S)	
Code	Description
78101801	Local area trucking services
78101802	Regional or national trucking services
78101808	Road transport of dry bulk
81141601	Logistics

This certification is valid through 6/30/2019.

Although your certification is valid for a three-year period, you are required to submit an annual **Affidavit of Continued Eligibility (ACE)** form, located at http://www.in.gov/idoa/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide the ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership or control.

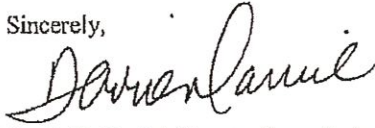
We encourage you to visit IDOA's procurement website, <http://www.in.gov/idoa/2463.htm>, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit <http://www.in.gov/idoa/minority/Certifications.xls> to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

Reference: Jack Gray Transportation Services, Inc.

We ask that you please contact our office at (317) 232-3061 if you have any questions or concerns about your letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terrie F. Daniel".

Terrie F. Daniel, Deputy Commissioner
Indiana Department of Administration
Division of Supplier Diversity
TFD/JW

INDIANA VETERANS' BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT FORM

The Form must show that there are, participating in the proposed contract, Indiana Veterans' Business Enterprises (IVBE) listed in the VetBiz Registry, <http://www.vetbiz.gov/>, that conform to the IVBE rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.**
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2862.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERANS' BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. This letter of commitment shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov

STATE OF INDIANA IVBE SUBCONTRACTOR COMMITMENT FORM

IMPORTANT NOTE: IF YOUR COMPANY IS COMMITTING TO UTILIZE IVBE SUBCONTRACTORS FOR THE REQUESTED SERVICES, THIS FORM **MUST** BE COMPLETED IN ITS **ENTIRETY** WITH COMPLETED LETTERS OF COMMITMENT. COMMITMENTS WILL BE APPLIED TO ALL SALT TYPES, INDOT DISTRICTS, AND ENTITY CATEGORIES INCLUDED IN YOUR BID UNLESS OTHERWISE STATED IN THE BID RESPONSE. BIDDERS **MUST** ATTACH ADDITIONAL, SEPARATE MWBE FORMS (AND COMMITMENT LETTERS) IF COMMITMENTS VARY BY DISTRICT, ENTITY TYPE, AND/OR SALT TYPE.

BID# ASA-19-086, Road Salt

DUE DATE: May 1, 2019 by 3:00PM EST

TOTAL BID AMOUNT:

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ()	Fax Number: ()
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm

Address

City/State/Zip Code

Representative

Date

Telephone Number

Fax Number

Email Address

Authorizing Signature

Printed Name and Title

☐ Please check if additional forms are attached.
Page _____ of _____

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction; and
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana
Corporation Section
302 W. Washington St. Rom E018
Indianapolis, IN 46204
(317) 232-6576

EXTEND PRICING TO OTHER GOVERNMENTAL BODIES

1. Will you extend your prices of awarded products or services to other governmental bodies?
 - a. Other governmental body means 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.
 - b. The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
 - c. All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

Yes X No

INVOICE AUTOMATION PROGRAM

The purpose of the Invoice Automation Program is to enable the state of Indiana to establish a more efficient, cost-effective method of processing payments by going paperless.

The program is designed as an alternative to the traditional method of submitting paper copies of invoices. Vendors will be authorized to enter invoices directly into the state's new system thus enabling both the state of Indiana and vendors with the ability to track and monitor their payments. Thus adding transparency to ensure invoices are being processed and paid on time. In addition, this program will result in a significant reduction in printing and

mailing paper copies to the respective state agency and avoid invoices being lost in transit.

The appropriate email address will be indicated under the Instructions & Comments section of the Purchase Order.

Please indicate your agreement to submit invoices electronically via email to the State of Indiana and other governmental agencies.

Yes X No _____

***OneIndiana* DESCRIPTION AND REQUIREMENTS**

In 2005, Governor Daniels launched the Operating with New Efficiency (ONE) Indiana initiative to benefit the State's overall budget. The practices and principles established under *OneIndiana* continue to be used in solicitations to establish State QPA contracts. In 2008, Governor Daniels *OneIndiana* initiative was expanded to reach other governmental bodies throughout the State of Indiana. *OneIndiana.net* is a secure and credentials based website for all State QPA products and services. Hundreds of governmental bodies have the ability to log onto *OneIndiana.net* to see what products and services are available to them through QPA's. **If you answered "yes" to extending prices to Other Governmental Bodies, please complete the following questions. In order for your awarded products and services to be included in *OneIndiana.net*, IDOA requires a yes response to the questions 1-4.**

1. Do you agree to provide the following data fields, in the described format, of awarded products or services to the Department of Administration? An excel spreadsheet template will be provided to you for completion by the Department of Administration upon contract award.

Yes X No _____

Product Category- This is a **required** field. The system uses product categories for indexing the catalogs which provides for easier searching for end users.

Item Number- This is a **required** field. A SKU or unique internal ID is required for all products. This is not the Manufacturer Part Number or Universal Product Code. This is your internal product code. If you don't have a unique internal SKU system, create an ordered list, giving each product a number: 1, 2, 3, 4, etc. The system will use this item number throughout the system including for ordering, on Purchase Orders, and in reporting.

Unit of Measure- This is a **required field and must reflect the state approved Units of Measure**. Examples include: Each (EA), Dozen (DZ), and Carton (CT).

Short Description- This is a **required** field. A short, simple description of your product. Include the most relevant keywords that describe your product. The short description is what users will see in search results.

Long Description- This is a **required field**. Use this field to provide detailed information regarding your product and its features. Users will see the long description when they click on an individual item to pull up an item detail page.

Keywords- This is a **required field**. Use this field to list all relevant words and phrases a user might enter when searching for your product. Separate keywords and phrases in this field by a comma.
**The system uses an algorithm to return our search results using a combination of Short Description, Long Description, and Keywords. It is very important to provide as complete of information as possible in each of these fields to ensure accurate placement of your products in our search results.

Sales Rank- Use this field if you want to list the ranking of you products in order of most sales. When searching, users have the option of sorting by Sales Rank to view the most purchased/popular items a vendor offers.

Weight (lbs.)- Enter the shipping weight of your product in this field.

Manufacturer Name- This is a **required** field. Enter the name of the manufacturer or brand of your product in this field. If you personally manufacture the item, enter your company name.

Manufacturer PN- This is a **required** field. Please be sure you are entering the correct manufacturer part number. It is important not to add or delete characters from the actual manufacturer part number.

Manufacturer Desc.- If you want to provide additional information about the manufacturer of the product, enter that information in this field.

Is Assembly Required- If assembly is required, enter TRUE in the field. If no assembly required, enter FALSE. This will be indicated to the user throughout the system.

Contains Recycled- More and more consumers want to be aware if products contain recycled material. Enter TRUE if your product does contain recycled material. Enter FALSE if it does not.
This is a **required** field.

Is UPSable- Enter TRUE if your product qualifies for standard shipping. If special shipping is required, enter FALSE.

Is Value Pack- Some industries have the same item available in to purchase in an each quantity as well as larger "value pack" quantities such as by dozen, case, etc. Enter TRUE in this field if you want to indicate it is a value pack.

Is Green- An item is considered Green based on criteria including: Contains Recycled Content, Helps to Recycle, Energy

Saver, Renewable Source/ Rechargeable, Biodegradable/Compostable, Non-toxic, "Greener" Alternative/ Reusable, Low VOC's, CFC's, etc., and other Green criteria.

- UPC Code-* This is a **required** field (if UPC is available for the product). Universal Product Codes are either 10 or 12 digits long. Please make sure you enter the correct UPC code and do not add or delete any digits.
- MSDS URL-* If your product has a MSDS sheet associated with it, provide the URL for the image of the MSDS sheet here. Be sure to include <https://> in the link. Users will be able to pull up the MSDS sheet from the Item Detail page in the system.
- UNSPSC-* This is a **required field**. Provide the UN Standard Product Service Code in this field. This classification code may be used by the client for reporting purposes.
- Small Image URL-* This is a **required field**. This is the URL of for the small image of the product you are selling. The small image will appear in search results and should be approximately 100h x 100w. **Be sure to include <https://> in the link.** The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
- Medium Image URL-* This **field is strongly recommended**. This is the URL of for the medium image of the product you are selling. The medium image will appear in the individual item detail page and should be approximately 240h x 240w. **Be sure to include <https://> in the link.** The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
- Large Image URL-* This **field is strongly recommended**. This is the URL of for the large image of the product you are selling. The large image will appear when the user clicks on the "view larger image" link on the individual item detail page and should be approximately 400h x 400w. **Be sure to include <https://> in the link.** The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
- Attribute Name/ Value-* You may create up to 3 attributes for your product. An example of an attribute name may be "Size" and its value may be "Large". **Required Attributes are:**
- | Attribute Name | Value Syntax |
|----------------------------|---|
| <i>QPA Number</i> | The assigned number of the QPA |
| <i>QPA Expiration Date</i> | On what date the QPA Expire - DD/MM/YYYY format |
- Status-* A product can either be ACTIVE or DISCONTINUED. An item is considered to be ACTIVE unless you specify DISCONTINUED in this field. An item with a DISCONTINUED value in this field will not be accessible to end users in the system
- Price-* This is a **required** field. This is your net selling price of the product to the customer. If the price is not marked up, use 0.00 for the price.
- Price Effective Date-* Enter the date that the net price you listed for the product becomes effective. Pricing in the system will change accordingly on the date you list in this field.
- Is Contract Item-* This is a **required field**. Enter TRUE in this field if the specific product is part of contract that you have with the customer. Example: An MRO supply vendor may have a catalog of 5,000 items, of which the customer has negotiated a "market basket" of 100 items that are on contract with fixed pricing for a specific period of time. In this case the MRO vendor would enter TRUE in this field for the 100 market basket items. In other cases, the entire catalog may be on contract. As such, you would enter TRUE for all items listed in the catalog. These Market Basket Items will be visible in the catalog, marked with an icon.
- List Price-* Use this field to enter the Manufacturers Suggested Retail Price (MSRP) or "List Price"

2. Do you agree to provide the product information described in question 1 within 10 business days of receiving the excel spreadsheet template from the Department of Administration?

Yes ☒ No ☐

If no, please provide an alternate timeline for product information submission. _____

3. Do you agree to provide updates of awarded products or services in the excel spreadsheet template format on a mutually agreed upon frequency based on volatility of product additions, deletions and changes and price changes?

Yes ☒ No ☐

4. Do you agree to provide your company logo in a 100 X 100 pixel jpeg file format within 10 business days of receiving notification of award?

Yes ☒ No ☐

5. Are you able to transmit data regarding your products, services and pricing via an automatic cXML upload process? This process would be in lieu of the manual upload process described in questions 1 through 3. A detailed specification document will be provided to you by the Department of Administration upon contract award.

Yes X No _____

EMERGENCY INFORMATION

In the event of an emergency or disaster, the State of Indiana is requesting that your company be a pre-qualified supplier of the goods and/or services requested in this solicitation if awarded. Respondents are advised that the goods and/or services contracted for as a result of this contract/solicitation may be called upon by the State of Indiana or other governmental entities at times of emergencies or disasters. Indicate below if you agree to honor the terms and conditions (with the exception of shipping and delivery locations) of the resulting contract. Shipping and delivery arrangements will be coordinated directly with the stricken entity.

Indicate your agreement to provide the items and/or services specified in this contract/solicitation to the State of Indiana and other governmental agencies in the event of an emergency or disaster.

Yes X No _____

If yes, please list a contact name, phone and e-mail address of the person who would be on-call 24/7 in the event of an emergency/disaster.

Name: Deborah Jones, Highway Sales Rep.

Phone: 708-891-5847

Cell Phone: 312-343-3248

E-mail: djones@mortonsalt.com

COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/2335.htm>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. ***Awarded Prices: Prices listed for each item are firm and cannot be changed.***

F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.
2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

EXCEPTIONS

IMPORTANT NOTE: Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from outlined specifications should provide, with the company's request, a listing of all areas in which the company's product deviates and fully explain and justify this alternative. **Please be advised the State reserves the right to reject any bid not meeting requested specifications.**

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.
(If additional space is needed, please attached a separate sheet)

_____ PLEASE CHECK IF APPLICABLE

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PDS 2391
06/18
Rev 1

PRODUCT INFO SHEET

Morton® Bulk Safe-T-Salt® Deicing Salt

Description

Morton® Bulk Safe-T-Salt® is rock salt (mineral sodium chloride) that is direct-mined from natural underground deposits and then further processed for end use by crushing and screening. The bulk salt complies with ASTM D632 and AASHTO M 143 specifications for purity. The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt. Bulk Safe-T-Salt® is treated with a mixture of yellow prussiate of soda (YPS, sodium ferrocyanide) to impart immediate protection and prussian blue (ferric ferrocyanide) to provide long term protection against caking and freezing.

Application

Morton® Bulk Safe-T-Salt® may be applied at reduced application rates compared with standard highway deicing salt depending on the weather conditions and the assessment of the operators that are applying the product.

Chemical Properties

	Range
¹ Sodium Chloride (%)	≥ 96
Water Insolubles (%)	≤ 4.0
Moisture, Surface (%)	≤ 1.5
Anticaking (as YPS)(mg/kg)	80-200 ppm

¹ASTM method, moisture-free basis.

Physical Properties

Appearance

Morton® Bulk Safe-T-Salt® is a free flowing product that is blue in color with some dark particles.

Sieve Analysis

The actual particle size may vary from Type 1 Grade 1 specifications with handling at production stockpiles and with further handling of bulk salt shipped through distribution centers and stockpiles.

U.S.S. Mesh	Opening Millimeters ¹	Range ³
		Percent Passing ²
1/2-in	12.5	100
3/8-in	9.5	95 - 100
4	4.75	30 - 90
8	2.36	10 - 60
30	0.6	0 - 15

¹10 millimeters (mm) per centimeter; 25.4 millimeters per inch.

²Percent (%) Passing, cumulative.

³The salt used for Morton® Bulk Safe-T-Salt® meets ASTM and AASHTO standards for Type 1, Grade 1 particle size distribution.

Material Source

Ojibway, Ontario, Canada (F140020000Z)

Storage

Morton® Bulk Safe-T-Salt® should be stored indoors or under a tarp.

Availability

Morton® Bulk Safe-T-Salt® is available at various locations across North America. For more information please contact your Morton® representative.

This data is based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.

Bulk Deicing
SC: 292-5

444 West Lake Street P 312.807.2000
Chicago, IL 60606-0090 W mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY



PDS 2388
06/18
Rev1

PRODUCT INFO SHEET

Morton® Bulk Safe-T-Salt® Deicing Salt

Description

Morton® Bulk Safe-T-Salt® is rock salt (mineral sodium chloride) that is direct-mined from natural underground deposits and then further processed for end use by crushing and screening. The bulk salt complies with ASTM D632 and AASHTO M 143 specifications for purity. The mined salt is screened to meet the particle size standards for Type 1 Grade 1 deicing salt. Bulk Safe-T-Salt® is treated with a mixture of sodium ferrocyanide, or Yellow Prussiate of Soda (YPS), to impart immediate protection and prussian blue (ferric ferrocyanide) to provide long term protection against caking and freezing.

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²Percent (%) Passing, cumulative.

³The salt used for Morton® Bulk Safe-T-Salt® meets ASTM and AASHTO standards for Type 1, Grade 1 particle size distribution.

Material Source

Weeks Island, LA, USA (F140020000Z)

Storage

Morton® Bulk Safe-T-Salt® should be stored indoors or under a tarp.

Availability

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This data is based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.

Bulk Deicing
SC: 292-5

444 West Lake Street P 312.807.2000
Chicago, IL 60606-0090 W mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY

ADDITIONAL TERMS AND CONDITIONS

1. Term: The term of this agreement shall be for that period shown on the Quantity Purchase Agreement.
2. Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:
 - A. Gives the Contractor a prompt written notice of any claim; and
 - B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.
3. Obligation: Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.
4. Default:
 - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
 - B. If the Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
5. Assignment: The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
6. Alterations and Attachments: An alteration or attachment to equipment may be made only upon approval by the Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Contractor, or upon notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
7. Authority to Bind Contractor: Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
8. Independent Contractor: Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
9. Penalties/Interest/Attorney's Fees: The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 5-17-5, IC 34-54-8, IC 34-13-1.
10. Waiver of Rights: No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such rights.
11. Hold Harmless/Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.
12. General: This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.
13. Open Competition: The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.
14. Insurance: If this agreement provides for work to be performed by the Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

If required by contract, the Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a written

certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.

15. **Work Standards:** The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.
16. **Contract Confidentiality of State Information:** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
17. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition:** The/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the /Contractor in furtherance of this Contract, shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.
18. **Ownership of Documents and Materials:** All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the /Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.
19. **Progress Reports:** The Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.
20. **Access to Records:** The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.
21. **Substantial Performance:** This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
22. **Conflict of Interest:**
 - A. As used in this section:
 - "Immediate family" means the spouse and the unemancipated children of an individual.
 - "Interested party" means:
 1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
 - "Department" means the Indiana Department of Administration.
 - "Commission" means the State Ethics Commission.
 - B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
 - C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
 - D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
23. **Renewal Option:** This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER Morton Salt, Inc. FEDERAL ID NUMBER 27-3146174 (Please circle to indicate if you are a FIN
is a TIN or SSN)

ORDERING ADDRESS 444 West Lake Street, Suite 3000

CITY Chicago STATE Illinois ZIP CODE 60606

REMITTANCE ADDRESS Dept. CH 19973

CITY Palatine STATE Illinois ZIP CODE 60055-9973


TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc) Corporation

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) 212393

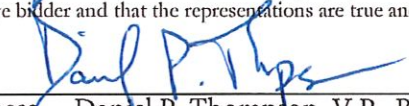
TELEPHONE NUMBER (855) 665-4540

E-MAIL ADDRESS: buyroadsalt@mortonsalt.com

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, , the undersigned Director, U.S. Gov't Bulk Deicing Sales & Marketing
(Signature) Anthony T. Patton (Print Office Field)

of the above named bidder under penalties of perjury this 26th day of April, 2019, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.


Witness Daniel P. Thompson, V.P., Bulk Deicing Sales & Marketing

IF YOU HAND-DELIVER SOLICITATION RESPONSES:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of July 21, 2008, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St.(the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

ASA-19-086, Road Salt for INDOT, Other State Agencies, and Local Governmental Agencies

Bidder Name: Morton Salt, Inc.

BID LIST INSTRUCTIONS

PLEASE POPULATE THE BLUE-SHADED CELLS WITH THE CORRESPONDING PRICE PER TON IN THE **TREATED SALT** and **UNTREATED SALT** WORKSHEETS.

****Bidders are advised that there will not be a Best and Final Offer (BAFO) Round for this bid. Therefore, it is expected that bidders submit their most competitive pricing upon submission of their bid documents.****

Respondent may bid on UNTREATED, TREATED, or any combination thereof by INDOT district to be considered a valid bid.

Respondent may bid on INDOT, LOCALS, or any combination thereof by INDOT District to be considered a valid bid.

Respondent must bid on all INDOT/OSA-specific line items in any given INDOT district to be considered a valid bid.

Respondent must bid on all LOCALS in any given INDOT district to be considered a valid bid.

Respondent must bid on both EARLY FILL AMOUNTS and SEASONAL AMOUNTS listed for any given INDOT district to be considered a valid bid.

For example, if a respondent wants to bid on the INDOT/OSA untreated salt business for 60-Vinnetes, a respondent must bid on line items 56-58 to be considered a valid bid. If a respondent does not bid on all of those line items, the bid will be disqualified for INDOT business, 60-Vinnetes.

Additionally, a respondent may bid untreated salt only for the LOCALS in 60-Vinnetes (line items 59-60) and be considered a valid bid. A respondent does not have to bid on the LOCALS treated salt in 60-Vinnetes to be considered a valid bid on the LOCALS untreated salt for 60-Vinnetes.

Lastly, a respondent may bid on ALL business for both INDOT/OSA and LOCALS in 60-Vinnetes by bidding on line items 26-30 (Treated Salt) and line items 56-60 (Untreated Salt).

ADDITIONAL INFORMATION

1. 2019/2020 Quantity listed is 100%. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range. Any additional tons needed beyond the commitment range will be by mutual agreement of the parties, including the price thereof. The State of Indiana is committed to purchasing at least 80% of the quantity listed and is eligible to purchase up to the maximum of the commitment range (120%) at the price bid by the respondent. Awarded vendor is expected to hold the quantity of salt supply for up to the maximum of the commitment range specified in the Untreated Salt and Treated Salt worksheets. The State is requesting that the vendor submit pricing for the Early Fill amounts listed and the Seasonal amounts listed on the "Treated Salt" and "Untreated Salt" spreadsheets. Those two amounts (early fill amount and seasonal amount) combined make up INDOT's 100% total for the 2019/2020 bid. INDOT will reserve the right to be able to purchase the "Seasonal" amounts at any time during the contract period. The Early Fill amounts listed are for INDOT only.

2. Local Governmental Entities are individually-operated entities responsible for their individual quantities committed as listed on Local Tonnage Spreadsheet. 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.

3. Pricing submitted by respondents is inclusive of all information in the bid documents. By submitting pricing to the State of Indiana, respondent agrees to meet or exceed all specifications listed and bid terms and conditions contained in the bid documents.

- INDOT Sub-District Breakout contains an estimate of quantities by INDOT sub-district delivery location. These quantities are subject to change.

- INDOT is committed to purchase 80% of the quantity listed by INDOT district (as listed in the Untreated Spreadsheet and Treated Spreadsheet), not sub-district.

- Early Fill Requirements contains information about initial delivery needs for each INDOT district.

Note: 50% of early fill order must be delivered on or before October 15, 2019 and 100% must be delivered on or before November 15, 2019 for La Porte and Fort Wayne Districts. 50% of early fill order must be delivered on or before November 1, 2019 and 100% must be delivered on or before December 1, 2019 for Conspicuous, Croydville, Seymour and Vinnetes Districts. INDOT is committed to purchase 100% of the Early Fill amounts listed by INDOT district (as listed in the INDOT Early Fill Requirement spreadsheet), not sub-district.

- Other State Agencies contains the 100% quantity for each state agency with quantities requested and delivery locations within the INDOT district.

- Local Tonnage contains the 100% quantity for each local governmental entity within the INDOT district. Entities in BOLD have multiple delivery addresses. Entity is committed by local tonnage listed in this worksheet. Estimated tonnage breakout by delivery location is provided in Local Delivery Information for informational purposes only.

- Local Delivery Information contains the delivery addresses and additional information for each local governmental entity.

4. The awarded vendor will receive the contact information (names, phones, email) for both the State of Indiana and all local entities for each awarded INDOT district once the award has been finalized.

5. Total Bid Amount for each salt type will be auto-calculated in each spreadsheet. Add together untreated and treated total bid amounts to obtain your **TOTAL BID AMOUNT** to be entered on your Indiana Economic Impact (IEI) Form.

6. The early fill estimates are to be included in the overall 80% - 120% total purchase guarantee/commitment. The early fill estimate is not to be viewed as a separate amount purchased, but it is to be a fraction of the overall commitment being made with an early delivery date.

TREATED SALT

Bidder Name:

Morton Salt, Inc.

Line Item	INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method	2019/2020 Early Fill Price Per Ton	2019/2020 Seasonal Price Per Ton	Total Bid Amount Calculation
1	10-Crawfordsville	INDOT & Other State Agencies	80%-120%	0	4,655	TON	Delivered		\$0.00	\$0.00
2						TON	Delivered & Loaded		\$0.00	
3						TON	Pick Up		\$0.00	
4		Local Governmental Entities	80%-120%	0	17,370	TON	Delivered		\$0.00	\$0.00
5						TON	Pick Up		\$0.00	
6	20-Fort Wayne	INDOT & Other State Agencies	80%-120%	0	0	TON	Delivered			\$0.00
7						TON	Delivered & Loaded			
8						TON	Pick Up			
9		Local Governmental Entities	80%-120%	0	2,640	TON	Delivered		\$0.00	\$0.00
10						TON	Pick Up		\$0.00	
11	30-Greenfield	INDOT & Other State Agencies	80%-120%	0	315	TON	Delivered		\$0.00	\$0.00
12						TON	Delivered & Loaded		\$0.00	
13						TON	Pick Up		\$0.00	
14		Local Governmental Entities	80%-120%	0	49,840	TON	Delivered		\$0.00	\$0.00
15						TON	Pick Up		\$0.00	
16	40-LaPorte	INDOT & Other State Agencies	80%-120%	0	0	TON	Delivered			\$0.00
17						TON	Delivered & Loaded			
18						TON	Pick Up			
19		Local Governmental Entities	80%-120%	0	32,310	TON	Delivered		\$0.00	\$0.00
20						TON	Pick Up		\$0.00	
21	50-Seymour	INDOT & Other State Agencies	80%-120%	0	200	TON	Delivered		\$0.00	\$0.00
22						TON	Delivered & Loaded		\$0.00	
23						TON	Pick Up		\$0.00	
24		Local Governmental Entities	80%-120%	0	23,855	TON	Delivered		\$0.00	\$0.00
25						TON	Pick Up		\$0.00	
26	60-Vincennes	INDOT & Other State Agencies	80%-120%	0	25	TON	Delivered		\$0.00	\$0.00
27						TON	Delivered & Loaded		\$0.00	
28						TON	Pick Up		\$0.00	
29		Local Governmental Entities	80%-120%	0	1,910	TON	Delivered		\$0.00	\$0.00
30						TON	Pick Up		\$0.00	

TREATED SALT

Total Early Fill (Tons)	Total Seasonal (Tons)
0	133,120
TOTAL TREATED SALT (TONS)	
133,120	

TOTAL TREATED BID AMOUNT

\$0.00

UNTREATED SALT

Bidder Name:

Morton Salt, Inc.

Line Item	INDOT District	Entity	Commitment Range	2019 /2020 Early Fill Quantity (100%)	2019 /2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method	2019/2020 Early Fill Price Per Ton	2019/2020 Seasonal Price Per Ton	Total Bid Amount Calculation
31	10-Crawfordsville	INDOT & Other State Agencies	80%-120%	34,803	42,955	TON	Delivered	\$0.00	\$0.00	\$0.00
32						TON	Delivered & Loaded	\$0.00	\$0.00	
33		Local Governmental Entities	80%-120%	0	18,865	TON	Pick Up	\$0.00	\$0.00	\$0.00
34						TON	Delivered	\$0.00	\$0.00	
35						TON	Pick Up	\$0.00	\$0.00	
36	20-Fort Wayne	INDOT & Other State Agencies	80%-120%	10,000	55,000	TON	Delivered	\$0.00	\$0.00	\$0.00
37						TON	Delivered & Loaded	\$0.00	\$0.00	
38		Local Governmental Entities	80%-120%	0	30,108	TON	Pick Up	\$0.00	\$0.00	\$0.00
39						TON	Delivered	\$0.00	\$0.00	
40						TON	Pick Up	\$0.00	\$0.00	
41	30-Greenfield	INDOT & Other State Agencies	80%-120%	21,000	30,080	TON	Delivered	\$0.00	\$0.00	\$0.00
42						TON	Delivered & Loaded	\$0.00	\$0.00	
43		Local Governmental Entities	80%-120%	0	16,740	TON	Pick Up	\$0.00	\$0.00	\$0.00
44						TON	Delivered	\$0.00	\$0.00	
45						TON	Pick Up	\$0.00	\$0.00	
46	40-LaPorte	INDOT & Other State Agencies	80%-120%	15,000	63,950	TON	Delivered	\$77.31	\$77.27	\$6,101,066.50
47						TON	Delivered & Loaded	\$83.31	\$83.27	
48		Local Governmental Entities	80%-120%	0	77,890	TON	Pick Up	\$77.00	\$77.00	\$6,053,610.80
49						TON	Delivered	\$77.72	\$77.72	
50						TON	Pick Up	\$77.00	\$77.00	
51	50-Seymour	INDOT & Other State Agencies	80%-120%	6,500	34,100	TON	Delivered	\$78.65	\$78.65	\$3,193,190.00
52						TON	Delivered & Loaded	\$84.65	\$84.65	
53		Local Governmental Entities	80%-120%	0	16,835	TON	Pick Up	\$78.00	\$78.00	\$1,448,146.70
54						TON	Delivered	\$86.02	\$86.02	
55						TON	Pick Up	\$82.00	\$82.00	
56	60-Vincennes	INDOT & Other State Agencies	80%-120%	12,000	12,000	TON	Delivered	\$95.48	\$99.40	\$2,338,500.00
57						TON	Delivered & Loaded	\$101.48	\$105.40	
58		Local Governmental Entities	80%-120%	0	9,180	TON	Pick Up	\$95.00	\$95.00	\$916,255.80
59						TON	Delivered	\$99.81	\$99.81	
60						TON	Pick Up	\$95.00	\$95.00	

UNTREATED SALT

Total Early Fill (Tons)	Total Seasonal (Tons)
99,303	407,703
TOTAL UNTREATED SALT (TONS)	
507,006	

TOTAL UNTREATED BID AMOUNT
\$20,050,829.80

Indiana Economic Impact Form

Instructions

1. Complete lines 1 - 15 with the information requested about the company in the Attachment C worksheet.

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2. Line 16: Enter total amount of this proposal, bid, or current contract.

This figure is the respondent's total cost proposal to the the state (as submitted in Attachment D, Cost Proposal Template). Additionally, this total shall be utilized when completing your Attachment A, MWBE Subcontractor Commitment Form.

3. Lines 18 and 21 measure the full-time equivalent (FTE) count of Indiana residents; this number will be auto-populated on Attachment C worksheet. Respondents shall populate the yellow-shaded cells in the FTE Details worksheet.

The state defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.

Please populate the yellow-shaded cells in the FTE Details worksheet.

Respondents shall provide a job title for each of the FTE's proposed for The State of Indiana contract as well as the number of FTE that job title contributes to the total.

PROJECT MANAGER - 1 FTE

Please keep in mind that the only FTE's that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: 10 employees working on 4 contracts (1 of them being the State of Indiana contract) - each of the 10 employees would only count as 1/4 of an FTE or .25. Therefore, the total number of FTE's for this scenario would be 2.5.

**INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS**

State Form 51778 (R4 / 1-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

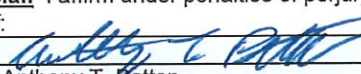
1	Legal Name of firm:	Morton Salt, Inc
2	Address/City/State/Zip Code:	444 W Lake St, Suite 3000, Chicago, IL 60606
3	Telephone #/Fax #/Website:	855-665-4540/312-896-9208/www.mortonsalt.com
4	Federal Tax Identification Number:	27-3146174
5	State/Country of domicile/incorporation:	Delaware USA
6	Location of firm's headquarters or principal place of business:	444 W Lake St, Suite 3000, Chicago, IL 60606
7	Name of parent company or holding company (if applicable):	1) K+S AG LLC 90% 2) Lange Lihnbann 15, 8861 NW Harlingen, Netherlands
8	State/Country of domicile/incorporation of company listed in #7:	1) Delaware 2) Netherlands
9	Address of company listed in #7:	1) 444 W Lake St, Suite 3000, Chicago, IL 60606 2) Lange Lihnbann 15,8861 NW Harlingen, Netherlands
10	IN Department of Workforce Development (DWD) account number:	N/A
11	IN Department of Revenue (DOR) account number:	0139191020001
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	20
13	Total number of employees per most recently completed IRS Form W-2 distribution:	2283
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	1,667,799
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	147,009,509
16	Total amount of this proposal, bid, or current contract:	\$ 19,732,258.80

ACCOUNTING OF INDIANA RESIDENT
EMPLOYEES

17	Prime Contractor Company Name:	Morton Salt, Inc
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18	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00
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19	<u>Subcontractor Company Name:</u>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<u>Number of Full Time Equivalent (FTE) employees</u> that are Indiana residents specifically for this proposal or contract:	0.00	0.00	0.00	0.00

22	<u>Affirmation by authorized official:</u> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:				
	Signature:				
	Name of auththorized official:	Anthony T. Patton			
	Title:	Director, US Gov't Bulk Deicing Sales & Marketing			
	Date:	4/26/2019			

FTE DETAILS
Job Titles and Contributing FTE

- Populate the yellow-shaded cells; with all applicable job titles and the total FTE count.
 - Respondents may insert additional rows to account for all job titles attributing to the total FTE count.
 Please keep in mind that the only FTEs that should be included in this count are Indiana employees working on this contract ONLY. If there are 10 employees working on this contract but they are splitting their time with numerous other contracts as well, then these employees cannot be counted as 1 FTE. Instead, these employees should be counted as a fraction of an FTE. For example: The project length of the contract is 24 months. There are 10 employees working on the contract over the 24 month contract period. 5 employees are working solely on the project for 24 months. 3 employees are working equal time on 2 projects for 24 months. 2 employees are working solely on the project for 6 months.
 The FTEs would be calculated as follows:
 5 employees x 24 months (24 months working solely on this project) x 1 (time spent solely on this project) = 120 months / 24 months (length of contract) = 5 FTEs
 3 employees x 24 months x .5 (splitting time equally between 2 projects) = 36 months / 24 months = 1.5 FTEs
 2 employees x 6 months (6 months dedicated solely to this project) x 1 (time spent solely on this project) = 12 months / 24 months = .5 FTEs
Column Title Definitions:
 Number of Employees = Number of employees working on this State contract.
 Duration (In Months) = Amount of time that the employee(s) will spend on the State contract.
 Time Spent (Percentage) = Percentage of time the employee(s) will be working on the contract.

Duration of Initial Contract Term (In Months)	24	*Number based on initial contract term		
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PRIME CONTRACTOR COMPANY				
EMPLOYEE JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Project Managers	5	24	100%	5.00
Example: Project Coordinators	3	24	50%	1.50
Example: Project Directors	2	6	100%	0.50
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL FTE COUNT				0.00

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	0.50
				0.00
				0.00
				0.00
TOTAL FTE COUNT				0.00

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	0.50
				0.00
				0.00
				0.00
TOTAL FTE COUNT				0.00

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	0.50
				0.00
				0.00
				0.00
TOTAL FTE COUNT				0.00

SUB CONTRACTOR COMPANY NAME				(Enter Company Name Here)
JOB TITLE	Number of Employees	Duration (In Months)	Time Spent (Percentage)	NUMBER OF FTE
Example: Developer	2	6	100%	0.50
				0.00
				0.00
				0.00
TOTAL FTE COUNT				0.00

PROFESSIONAL SERVICES CONTRACT

#00000000000000000000XXXXX

This Contract ("this Contract"), entered into by and between Indiana Department of Administration (the "State") and CONTRACTOR (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the Contractor

The Indiana Department of Administration on behalf of All State Entities here in referred to as ("State") is establishing a quantity purchase agreement (QPA) for Road Salt. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP #xxx, the Contractor's response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

- Exhibit A** – List of Awarded Entities & Pricing
- Exhibit B** – INDOT & Other State Agencies Specifications
- Exhibit C** – Local Governmental Entities Specifications
- Exhibit D** – Performance Metrics and Corrective Actions
- Exhibit E** – BID #ASA-XX-XXX Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A – List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications**.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

- a. **Weekly Depot Salt Levels Report:** The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in **Exhibit A – List of Awarded Entities & Pricing**. Reports shall include, at a minimum:
 - List of depots in each awarded district (broken up by district) with location
 - Current salt quantity levels
- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:
 - Entity Name
 - INDOT District
 - Salt Type
 - Tons Committed
 - Total Tons Ordered within Reporting Period
 - Last Order Date Within Reporting Period
 - Tons Ordered To Date
 - Tons Remaining (80%)
 - Tons Remaining (120%)
- c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:
 - Entity Name
 - Order Date
 - Order Dollar Amount
 - Order Tonnage Amount
 - Penalty Amount
 - Reason for Penalty
 - Rejected: Y/N
- d. **Delivery Report:** The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:
 - Entity Name
 - Invoice/Order Number
 - Order Date
 - Delivery Date
 - Expected Delivery Date
 - Days Overdue

F. Performance Metrics

Performance Metrics are delineated in **Exhibit D – Performance Metrics and Corrective Actions**.

G. Timely Responses to Inquiry

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

2. Consideration.

Total Remuneration under this Contract shall not exceed \$XXX,XXX.XX. The Contractor agrees that all prices include delivery, shipping, service and administrative costs required to provide delivery to all State locations unless specifically approved, in writing, by the State.

3. Term. This Contract shall be effective for a period of one year. It shall commence on August 01, 2019 and shall remain in effect through July 31, 2020.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any

non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB COMPANY NAME

PHONE EMAIL OF CONTACT PERSON

PERCENT

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #_____, (4) Contractor's response to RFP #_____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2018 OAG/ IDOA *Professional Services Contract Manual* or the 2018 *SCM Template*) in any way except as follows: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

CONTRACTOR

Indiana Department of Administration

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Exhibit A – List of Awarded Entities

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

Exhibit B – INDOT & Other State Agencies Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

PDF FILES TO BE ADDED AT TIME OF SIGNATURE

Exhibit C – Local Government Entities Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

PDF FILES TO BE ADDED AT TIME OF SIGNATURE

Exhibit D – Performance Metrics and Corrective Actions

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

A. Performance Metrics

The State has developed a set of performance metrics and targets, defined in **Section 1 (C) – Pre-Season Meeting(s)**, **Section 1 (D) – Bi-Weekly Calls**, **Section 1 (E) – Reporting**, **Section 1 (G) – Timely Responses to Inquiry**, **Exhibit B – INDOT & Other State Agencies Specifications**, and **Exhibit C – Local Governmental Entities Specifications**, which the Contractor shall meet or exceed in order to be in good standing on the contract. The performance for the metrics referenced in **Section 1 (C) – Pre-Season Meeting(s)**, **Section 1 (D) – Bi-Weekly Calls**, **Section 1 (E) – Reporting**, **Section 1 (G) – Timely Responses to Inquiry** and invoice credits shall be reviewed quarterly by the State Contract Manager and can be discussed via quarterly conference call or via email.

Invoice Credits will only be applied to Pre-Season Meeting(s), Bi-Weekly Calls, Reporting or Timely Response non-compliance issues. Deductions resulting from non-compliance of the Scopes of Work listed in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications** are detailed in these documents and will be applied by the purchasing entity per the guidelines and timeframes set forth in these documents.

B. Corrective Actions for Non-Compliance

In addition to Invoice Credits, the Contractor may be subject to Corrective Actions as detailed below. Once a final scorecard, which will include the above referenced performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

- **Non-compliance with General Contract Provisions**
The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work, as defined in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications** of the Contract, and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- **Non-compliance with Reporting Requirements**
Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in **Section 1 (E)** of the Contract, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable discretion.
- **Non-compliance with Performance Metrics**
The State has developed a set of Performance Metrics as defined above in this Exhibit that the Contractor shall meet or exceed in order to be in good standing on the contract. The Performance Metrics shall be, at a minimum, reviewed quarterly by the State Contract Manager to identify any issues requiring immediate attention from the State and Contractor. The State reserves the right

to assess administrative fees in the form of a check for non-compliance at the discretion of the State Vendor Manager.

- Corrective Actions

In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

The nature of the corrective action(s) shall depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive within (5) business days of request. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State Contract Manager in writing.
- Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses.

Exhibit E – BID #ASA-18-062 Documentation

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

PDF FILES TO BE ADDED AT TIME OF SIGNATURE

ASA-19-086
Question and Answer Document

Please submit your questions in the form below by the date and time established in the bid package.

#	DOC NAME (Bid or Attachment)	PAGE # OR SECTION #	RESPONDENT'S QUESTION	STATE'S RESPONSE
1	ASA-19-086 Road Salt	Bid Information Cover Sheet	Is a Flash Drive Acceptable instead of a CD?	Yes, a flash drive is acceptable.
2	086bid list	DOT ton requirements	What are the estimated ton quantity each district with require for "delivered and loaded"	These estimates only apply to the INDOT Agency and not locals within a mentioned district. Only two districts plan to use the "delivered and loaded" option: Fort Wayne and LaPorte. Fort Wayne estimate: 30,000 tons. LaPorte estimate: 83,900 tons.
3	086bid list	DOT Ton Delivery	Are there additional days allowed for delivery of "delivered and loaded" orders?	Additional days will not be allowed.
4	086bid list	Pricing pages	Is it possible to NO BID the "Delivered and Loaded" price and just bid "Delivered"? Thus not offering Conveyor Delivery	No. Please see the instructions tab of the bid list for valid bid submission requirements.
5	086bid list / Bid Specs	DOT - Early Fill Requirements	If Conveyor (delivered and loaded) is required for early fill in a given district, can the deadline for Early fill completion be extended?	The deadline for early fill will not be extended.
6	086bid list	Pricing pages	If "no bidding" is zero acceptable as a no bid entry, or do we need to leave the area blank? Or do we need to write "NO BID" in to the field?	Yes, \$0.00 is acceptable as a not bid entry, or you can also state "No bid" in the field. Both are acceptable. Please see the instructions tab of the bid list for valid bid submission requirements.
7	086bid package	Pages 10-12	When completing the MBE/WBE is the assumption we are winning the sections we're bidding, in turn, we are providing the dollar amount of a spend as an estimate? Since we don't know what we will win, are we advising the State we have MBE/WBE contractors available to complete the contract? Once awarded we'll provide additional information? Is this how we're to approach this section?	You will provide MBE/WBE based on your total bid amount and the assumption that you will be awarded everything that you bid.
8	086bid list / Bid Specs	DOT - Early Fill Requirements	Is Friday an option for delivery for early fill tons?	Friday is an option for delivery during regular business hours.
9	State of Indiana Negotiated Bid for Road Salt, ASA 19-086	2 of 4 Type of Award	Is renewal upon mutual agreement?	Yes, renewal is upon mutual agreement of both parties.
10	State of Indiana Negotiated Bid for Road Salt, ASA 19-086	2	Will pricing results from the opening be available before 5/10?	No. Upon award recommendation, bid information will be publicly available.
11	Bid List Instructions	1-3	What price basis will be used to determine award within district? I.E. Delivered, Delivered & Loaded or Pickup?	It is the State's intent to award to one vendor all three delivery methods (i.e. delivered, delivered/loaded, and pick-up) per salt type, district, and entity. For examples of what constitutes a valid bid, please see Instructions tab of Bid List.
12	Bid Instructions	1-3	Will the low bidder per item be determined based on delivered price, or will it be based on the delivered & loaded price?	It is the State's intent to award to one vendor all three delivery methods (i.e. delivered, delivered/loaded, and pick-up) per salt type, district, and entity. For examples of what constitutes a valid bid, please see Instructions tab of Bid List.
13	Bid Instructions/ Bid List	1-3	Can early fill and seasonal fill be awarded to separate vendors?	It is the State's intent to award to one vendor both early fill and seasonal fill by district and salt type (for INDOT/OSAs).
14	Bid List	2	Would you please verify INDOT ZERO request for Treated Salt Greenfield District?	INDOT Greenfield needs 12,000 tons of treated. Please see the updated bid list.
15	Bid List	3	Would you please verify calculation total UNTREATED Salt tonnage, Seasonal ? and TOTAL	The total untreated salt tonnages that are listed in the bid list are correct. Please see the untreated tab of the bid list for those quantities.
16	Professional Services Contract	3	From Professional Services Contract page 3 please clarify the term of the contract. _ 2 yrs. listed, dates reflect 1 year span	This was a mistake in the sample contract. The initial term will be one year. Please see the updated sample contract.

INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) and OTHER STATE AGENCIES (OSAs)
2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS
FOR UNTREATED SODIUM CHLORIDE & SODIUM CHLORIDE TREATED WITH MAGNESIUM CHLORIDE

These specifications, terms, and conditions apply to salt for INDOT and Other State Agency locations identified within this solicitation. *These specifications will not apply to the Local Governmental Entities included in this solicitation.*

1.0 SCOPE OF WORK

- Exhibit A** – List of Awarded Entities & Pricing
- Exhibit B** – INDOT & Other State Agencies Specifications
- Exhibit C** – Local Governmental Entities Specifications
- Exhibit D** – Performance Metrics and Corrective Actions
- Exhibit E** – BID #XXX Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Participating Entities

The participating entities on the QPA are attached hereto as **Exhibit A – List of Awarded Entities & Pricing**. Additional State Agencies and Local Entities that are not listed on **Exhibit A** may purchase from the awarded Contractor the commodities and services listed for the INDOT district in which they are located at that district's QPA price upon mutual agreement between both parties. Additional State Agencies and Local Entities that are not listed on **Exhibit A** are bound to all contract terms, including minimum and maximum percent purchase amount (80% - 120%).

B. Scope of Work, Specifications, Delivery Requirements

Road salt scope of work (including but not limited to: specifications, delivery requirements, invoicing, etc.) are delineated in **Exhibit B – INDOT & Other State Agencies Specifications** and **Exhibit C – Local Governmental Entities Specifications**.

C. Pre-Season Meeting

The Contractor shall attend pre-season meetings with all awarded INDOT Districts, including site visits if INDOT deems it necessary. IDOA and INDOT Central Office shall be included in these meetings, at their discretion, and shall determine the timeframe and date(s) that each meeting should be completed by. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

D. Bi-Weekly Calls

The Contractor shall participate in a bi-weekly call with IDOA, INDOT Central Office, and the awarded district(s). If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

E. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis. All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

- a. **Weekly Depot Salt Levels Report:** The Contractor shall submit to IDOA, INDOT Central Office, and INDOT District Contact a weekly salt levels report for each awarded district, listed in **Exhibit A – List of Awarded Entities & Pricing**. Reports shall include, at a minimum:
 - List of depots in each awarded district (broken up by district) with location
 - Current salt quantity levels
- b. **Bi-Weekly Sales Report:** The Contractor shall submit to IDOA a bi-weekly sales report for INDOT, State Agencies, and other Local Governmental Entities, three business days after the end of the reporting period. Reports shall include, at a minimum:
 - Entity Name

- INDOT District
- Salt Type
- Tons Committed
- Total Tons Ordered within Reporting Period
- Last Order Date Within Reporting Period
- Tons Ordered To Date
- Tons Remaining (80%)
- Tons Remaining (120%)

c. **Penalty/Rejection Report:** The Contractor shall submit to IDOA a monthly report that documents any penalties assessed or orders rejected by INDOT, State Agencies, or Local Governmental Entities. The report shall include, at a minimum:

- Entity Name
- Order Date
- Order Dollar Amount
- Order Tonnage Amount
- Penalty Amount
- Reason for Penalty
- Rejected: Y/N

d. **Delivery Report:** The Contractor shall submit to IDOA a monthly report that documents road salt deliveries to entities listed within **Exhibit A**. The report shall include, at a minimum:

- Entity Name
- Invoice/Order Number
- Order Date
- Delivery Date
- Expected Delivery Date
- Days Overdue

F. Performance Metrics

Performance Metrics are delineated in **Exhibit D – Performance Metrics and Corrective Actions**.

G. Timely Responses to Inquiry

The Contractor shall respond to comments, questions, or meeting requests from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit D – Performance Metrics and Corrective Actions**.

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 2016 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

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps, and free water.

Sodium Chloride

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.

Sodium Chloride treated with Liquid Magnesium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% sodium chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

$\% \text{ sodium chloride} = \% \text{ apparent sodium chloride} - (\% \text{ magnesium chloride} + \% \text{ calcium chloride})$

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 2016" 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).

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 Contractor 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 calendar day the salt remains on INDOT/OSA property.

5.0 DELIVERY

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 personnel responsible for coordinating salt deliveries (INDOT only). For OSAs, prior arrangements will need to be approved by the OSA contact responsible for coordinating salt deliveries. No payments from INDOT will be made for any load for which a delivery ticket, signed by an Indiana Department of Transportation representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare, and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for accuracy of the delivery ticket weights. The Indiana Department of Transportation and OSAs reserve 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 or OSA.

A. Routine Deliveries Beyond Early Delivery Final Date

Contractor 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. Deliveries must be pre-scheduled with district designated personnel a minimum of 1 business day prior to the anticipated delivery date. Scheduling must include anticipated quantities, locations and timeframe for delivery.

Delivery must be 100% completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, INDOT and OSAs reserve 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 Contractor, not as a penalty but as liquidated damages. When the Contractor contacts INDOT or the OSAs to confirm delivery (as stated in previous paragraph), should the Ordering Entity no longer need the salt originally ordered, the Contractor will provide the liquidated damages amount in the form of a check to the Ordering Entity. In this instance, the amount shall be calculated beginning on the tenth business day and spanning to the date of order cancellation, but not to exceed the maximum amount previously stated. Should there be any discrepancies, the State Vendor Manager shall evaluate the situation and provide guidance.

Orders shall be placed by telephone or email during regular working hours to the office specified by the Contractor. The Contractor should provide a single telephone number and a single email address for all orders made for each purchase order. The Contractor shall provide order confirmation via e-mail or fax, so that each INDOT District and OSA can provide verification for each telephone or email order.

B. Early Delivery Period

The Contractor 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 as follows:

- La Porte and Fort Wayne INDOT Districts: 50% of order delivered on or before October 15, 2019 and 100% delivered on or before November 15, 2019.
- Crawfordsville, Greenfield, Seymour, and Vincennes INDOT Districts: 50% of order delivered on or before November 1, 2019 and 100% delivered on or before December 1, 2019.

For each business 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 Contractor, not as a penalty but as liquidated damages. INDOT is committed to purchasing 100% of the Early Fill amounts listed by INDOT district (as listed in the INDOT Early Fill Requirement spreadsheet), not sub-district.

6.0 BASIS OF PAYMENT

The Indiana Department of Transportation and OSAs shall pay the negotiated Contract per-ton-price for the type of salt (as specified in Bid List.xls), furnished and delivered to the various locations as designated. There shall be no other charges. Pricing submitted by respondents will be the price for purchases from 0% to the maximum of the commitment range of 120%. *Any additional tons needed beyond the maximum commitment range (120%) 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; each OSA commits to purchase 80% of each entity's requested tonnage. The quantities in the Bid List.xls are 100%.

- 80-120% Commitment Range - All INDOT Districts (Crawfordsville, Fort Wayne, Greenfield, LaPorte, Seymour, and Vincennes)
 - "Delivered" is price of salt per ton delivered to the INDOT or OSA location
 - "Delivered + Loaded" is price of salt per ton to deliver to the INDOT or OSA location and load the salt via a conveyor (see section 9.0 for loading requirements)
 - "Pick-Up" is the price of the salt per ton

7.0 INVOICING

The Indiana Department of Transportation and OSAs require the Contractor to invoice the Indiana Department of Transportation or OSA for each Subdistrict location (or OSA facility) where business has been transacted. Invoices shall itemize the daily activity for that Subdistrict/location.

In accordance with Section 5.0, DELIVERY and Section 8.0, DEDUCTIONS of the Specifications & Special Provisions, the Indiana Department of Transportation and OSAs will notify the Contractor(s) in writing no more than twice a month for each Unit or Subdistrict location (or OSA facility) when liquidated damages for late deliveries or

deductions for non-compliance with specifications are being assessed. The Contractor(s) shall submit a credit memorandum to INDOT (or OSA) for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from INDOT or OSA.

Payment will be made following necessary testing and evaluation as described in the contract terms. INDOT and OSAs shall complete necessary testing and evaluation within ten (10) business 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

Sodium Chloride

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.

Sodium Chloride treated with Liquid Magnesium Chloride

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 91 percent through 87 percent and \$2.00 (two dollars) per ton for each percentage point from 86 percent through 82 percent. Material with purity less than 81.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride	Sodium Chloride treated with Liquid Magnesium Chloride
\$1.00 per Ton	94 – 90 %	91 – 87 %
\$2.00 per Ton	89 – 85 %	86 – 82 %
Paid at \$4.00 per Ton	Less than 84.5 %	Less than 81.5 %

B. MOISTURE

Sodium Chloride

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:

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

G=Gross weight of material (wet).

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

Sodium Chloride treated with Liquid Magnesium Chloride

If the moisture content exceeds five and three tenths (5.3) 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:

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

C. GRADATION

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (9.5 mm)	95 - 100
No. 4 (4.75 mm)	20 - 95
No. 8 (2.36 mm)	10 - 65
No. 30 (0.60 mm)	0 - 20

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 inch	3/8 inch	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	2.0
For each 1.0% > 3.0%					
Out of Tolerance	1.0	1.0	1.0	1.0	3.0

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 2016. 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 or OSA 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 DELIVERY

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

- Venders will provide weekly documentation due every Monday once deliveries have started. Documentation must be provided via email to the ordering district representative and to the State Winter Operations Manager. OSA locations are not included in this INDOT report.

Documentation must include the following by district:

1. Order totals (tons) filled the previous week
2. Order totals (tons) outstanding to date
3. Order totals (tons) that are delinquent beyond 10 business days
4. Depot locations with on ground totals of INDOT stockpiles.

- Venders will be required to attend bi-weekly teleconferences with district representatives when scheduled by INDOT. Venders should be prepared to brief INDOT logistics and operations staff on current status on above items and any additionally inquires that INDOT may have.
- A. Delivered and Loaded; shall mean placement of salt in the departments designated storage buildings, with equipment and labor furnished by the Contractor or the Contractor's appointed hauler. Loading shall be directly from the truck to the 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.
 - B. Loading equipment shall be provided by the Contractor or the Contractor's appointed hauler, which shall be capable of fully loading INDOT's storage buildings. The Contractor may review specific sites in order to determine equipment required. A pre-planned time for such visits is required. Loading equipment should include conveyors or other equipment as approved by INDOT (or OSA). The Contractor shall use commercially reasonable best efforts to make additional conveyors (more than one) available to INDOT Districts that have larger amounts of salt needing conveyed.
 - C. Failure to load salt in the INDOT (or OSA) 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.
 - D. Delivered No Deduction; shall mean salt that is delivered but not loaded in the Department's designated storage buildings. **This delivery method must be pre-approved by the INDOT District Highway Management Director (or OSA contact) and marked on the delivery ticket as such.** Deliveries without prior authorization and the salt not loaded in the building will result in liquidated damages as listed above.
 - E. Delivery tickets must be marked by the Department as:

"Delivered and Loaded" to indicate full payment for delivery and loaded as bid. (Salt properly placed in the building.)

"Delivered" to indicate material delivered but not loaded resulting in the deduction for liquidated damages above. (This represents dumped without authorization.)

"Delivered - No Deductions" to indicate that the Department or OSA required a delivery outside a storage building. (This represents dumped with permission.)

The Contractor is required to provide delivery ticket in the format that contains the above terms to facilitate faster actions.
 - F. The Contractor will be responsible for any damage to the salt shed resulting from improper piling of salt. Further, the Contractor may be required to move any material improperly stacked.
 - G. Conveyor loading only is acceptable at all Districts. Slinger loading is not acceptable. The Indiana Department of Transportation and OSA's reserve the right to reject Contractor loading if the price or quantity being delivered is unacceptable.

10.0 DEFINITIONS AND TERMS

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

Calendar Day – Every day shown on the calendar.

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

REFERENCED

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2016

(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 AASHTO 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 2016.

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

Indiana Test Method or Procedure

ITM 810-15T Deicing Material, Dated June 6, 2015

http://www.in.gov/indot/div/mt/itm/pubs/810_testing.pdf

11.0 FAILURE TO MEET OBLIGATIONS

If the Contractor is unable to meet its agreement obligations as set out in this invitation, the Indiana Department of Transportation and Other State Agencies, at the State's 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.

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

**LOCAL GOVERNMENTAL ENTITIES
2019/2020 SALT SPECIFICATIONS & SPECIAL PROVISIONS
FOR TREATED/UNTREATED SODIUM CHLORIDE**

These specifications, terms, and conditions apply to Other/Local Governmental Entities that are listed within this solicitation. *These specifications will not apply to INDOT locations or other State Agencies in this solicitation.*

Other/Local Governmental Entities 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.

I. 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. Sodium Chloride will be in accordance with the 2016 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.

II. SPECIFICATIONS

All material furnished shall be (1) uniform in appearance, free flowing, free of visual evidence of foreign matter including but not limited to dirt, stone, trash, or any other material; (2) chemically treated to prevent caking, and shall be free of foreign matter, lumps and free water.

A. Untreated Sodium Chloride

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.

1) 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.

Deduction	Sodium Chloride
\$1.00 per Ton	94 – 90 %
\$2.00 per Ton	89 – 85 %
\$4.00 per Ton	Less than 84.5 %

2) 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:

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

G = Gross weight of material (wet)

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

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (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

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

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	2.0
For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0

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 determine 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 as noted above in *Section 2 – 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 eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

B. Treated Sodium Chloride

Sodium Chloride treated with Liquid Magnesium Chloride shall be rock salt or solar salt conforming to the requirements of AASHTO M 143, Type I Grade I, treated with Liquid Magnesium Chloride with a moisture content not exceeding five and three tenths (5.3) percent.

The finished product shall not be less than 91.3% Sodium Chloride determined as follows: Apparent total % sodium chloride shall be determined in accordance with ASTM-D-632. Magnesium and calcium content shall be determined in accordance with ASTM E-534 and computed as % magnesium chloride and % calcium chloride respectively. % sodium chloride shall then be computed as follows:

$$\% \text{ sodium chloride} = \% \text{ apparent sodium chloride} - (\% \text{ magnesium chloride} + \% \text{ calcium chloride})$$

1) 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-one percent (91%) through eighty-seven percent (87%) and \$2.00 (two dollars) per ton for each percentage point from eighty-six percent (86%) through eight-two percent (82%). Material with purity less than eighty-one point five percent (81.5%) will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

Deduction	Sodium Chloride
\$1.00 per Ton	91 – 87 %
\$2.00 per Ton	86 – 82 %
\$4.00 per Ton	Less than 81.5 %

2) Moisture

If the moisture content of Treated Sodium Chloride exceeds five and three tenths percent (5.3%), 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:

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

G = Gross weight of material (wet)

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

3) Gradation

Percents passing the given sieve sizes shall be as follows:

Sieve Sizes	Percent Passing
½ inch (12.5mm)	100
3/8 inch (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

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

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	2.0

For each 1.0% > 3.0% Out of Tolerance	1.0	1.0	1.0	1.0	3.0
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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 determine 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:

- d) First, tons eligible for payment shall be calculated as noted above in *Section 2 – Moisture*.
- e) Second, a deduction, as specified above, will be made for gradation failure.
- f) Finally, the deduction will be determined for chemical composition, unless the chemical composition falls below eighty-four point five percent (84.5%) at which time the entire amount will be paid for as snow and ice abrasives as noted above.

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

III. INSPECTION

All Sodium Chloride delivered will be visually inspected by Buyer at the time of delivery and samples may be tested for gradation, purity, and moisture content in accordance with Indiana Testing Method (ITM) 810. All materials being used are subject to inspection, test, or rejection at any time.

IV. REJECTION

Any material delivered which contains lumps, foreign matter, 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 at the delivery site.

V. DELIVERY

All deliveries must be coordinated with the Ordering/Local Governmental Entity prior to delivery. No payments will be made for any load for which a delivery ticket, signed by a Buyer representative, cannot be produced. Delivery tickets for all deliveries shall indicate gross, tare and net weights, order number, locations of stockpile from which shipment is made, and point of delivery. Weights will be checked at random for 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 truck at no cost to the Buyer.

Vendor shall make deliveries in trucks with solid or waterproof tarps to various stockpile locations, as defined in Bid List.xls, for which it has received an Award of Contract. Delivery shall be completed within ten (10) business days after placement of order. For each business day that delivery extends beyond this 10-day limit, \$200.00 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 Entity can provide verification for each telephone order.

The Vendor will be responsible for any damage to the salt delivery areas/buildings resulting from improper piling of salt. Further, the Vendor may be required to move any material improperly stacked.

VI. BASIS OF PAYMENT

Payment for all Sodium Chloride shall be for the negotiated Contract per-ton-price (either untreated or treated), furnished and delivered to the various locations as designated. There shall be no other charges.

Delivered price is the price per ton of salt delivered to the specified local entities. Price submitted by respondent is the price for purchases from 0% to the maximum of the commitment range of 120%. *Any additional tons needed beyond the maximum commitment range (120%) will be by mutual agreement of the parties, including the price thereof.*

Local Governmental Entities commit to purchase at least 80% of the total tonnage; quantity listed 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.

VII. INVOICING

Request for payment on deliveries shall be made monthly for all materials furnished to the Buyer/Local Governmental Entity and all details surrounding the billing and payment shall be between the Local Governmental Entity and the Contractor.

In accordance with *Section II – SPECIFICATIONS* and *Section V – DELIVERY*, the Local Governmental Entities will notify the vendor(s) in writing no more than twice a month when liquidated damages for late deliveries or deductions for non-compliance with specifications are being assessed. The vendor(s) shall submit a credit memorandum to the Local Governmental Entity for the assessed liquidated damages or deductions within fifteen (15) calendar days from the date of written notification from the Local Governmental Entity.

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

VIII. 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 2016

(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.

IX. FAILURE TO MEET OBLIGATIONS

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



STATE OF INDIANA

Negotiated Bid # ASA-19-086

Addendum #1

4/25/2019

INDIANA DEPARTMENT OF ADMINISTRATION

On Behalf Of

**Indiana Department of Transportation, Other State Agencies, and
Local Government Entities**

Solicitation For

Road Salt

Response Due Date: May 1, 2019 by 3:00pm EDT

Eric Klinefelter, Director of Account Management and Sourcing Operations
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

The following changes have been made to the Bid List in the bid documents:

1. The treated salt data provided in the Treated Salt, INDOT Sub-District Breakout, and INDOT Early Fill Requirement tabs was incorrect for **30-Greenfield district**. As such, the treated salt figures (12,000 treated salt tons) for **30-Greenfield** have been corrected. Please use the updated version of the Bid List for the corrected tonnage information.
2. A local entity has been added to the solicitation for **10-Crawfordsville district**. Town of Brownsburg has been added to the Local Governmental Entity Tonnage for 2,000 tons of untreated salt.

The following change has been made to the sample contract:

1. The term of the sample contract (clause 3) has been updated. The term of the contract is for one year. Please use the updated version of the sample contract.



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION

Procurement Division

402 W Washington Street, Room W468

Indianapolis, Indiana 46204

317 / 232-3053

Award Recommendation Letter

Date: May 10, 2019

To: Erin Kellam, Deputy Commissioner 
Indiana Department of Administration 5-10-19

From: Eric Klinefelter, Director of Account Management and Sourcing Operations
Indiana Department of Administration

Subject: Recommendation for Award of Negotiated Bid ASA-19-086
Road Salt for INDOT, Other State Agencies, and Local Government Entities

Total Estimated Value of Awards: \$56,367,079.46

Based on the State's evaluation of bids received for ASA-19-086, **Cargill Inc., Compass Minerals America, Inc., Detroit Salt Company LLC, and Morton Salt, Inc.** are recommended for a split award to provide Road Salt for INDOT, Other State Agencies and Local Government Entities by the salt types, districts, and entities specified below. Terms of the award recommendation are outlined in this letter.

TREATED SALT

Line Items	INDOT District	Entity Type	Recommended Bidder
1-3	Crawfordsville District	INDOT and Other State Agencies	Cargill Inc.
4-5	Crawfordsville District	Local Government Entities	Cargill, Inc.
6-8	Fort Wayne District	INDOT and Other State Agencies	N/A – No Services Requested in this Area
9-10	Fort Wayne District	Local Government Entities	Cargill, Inc.
11-13	Greenfield District	INDOT and Other State Agencies	Cargill, Inc.
14-15	Greenfield District	Local Government Entities	Cargill, Inc.
16-18	LaPorte District	INDOT and Other State Agencies	N/A – No Services Requested in this Area
19-20	LaPorte District	Local Government Entities	Cargill, Inc.
21-23	Seymour District	INDOT and Other State Agencies	Cargill, Inc.
24-25	Seymour District	Local Government Entities	Cargill, Inc.
26-28	Vincennes District	INDOT and Other State Agencies	Cargill, Inc.
29-30	Vincennes District	Local Government Entities	Cargill, Inc.

UNTREATED SALT

Line Items	INDOT District	Entity Type	Recommended Bidder
31-33	Crawfordsville District	INDOT and Other State Agencies	Compass Minerals America
34-35	Crawfordsville District	Local Government Entities	Compass Minerals America
36-38	Fort Wayne District	INDOT and Other State Agencies	Detroit Salt Company
39-40	Fort Wayne District	Local Government Entities	Detroit Salt Company
41-43	Greenfield District	INDOT and Other State Agencies	Compass Minerals America
44-45	Greenfield District	Local Government Entities	Cargill, Inc.
46-48	LaPorte District	INDOT and Other State Agencies	Morton Salt
49-50	LaPorte District	Local Government Entities	Morton Salt
51-53	Seymour District	INDOT and Other State Agencies	Morton Salt
54-55	Seymour District	Local Government Entities	Compass Minerals America
56-58	Vincennes District	INDOT and Other State Agencies	Compass Minerals America
59-60	Vincennes District	Local Government Entities	Compass Minerals America

ASA-19-086 requested the items listed below.

TREATED SALT

Line Item	INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method
1	10-Crawfordsville	INDOT & Other State Agencies	80%-120%	0	4,655	TON	Delivered
2						TON	Delivered & Loaded
3						TON	Pick Up
4		Local Governmental Entities	80%-120%	0	17,370	TON	Delivered
5						TON	Pick Up
6	20-Fort Wayne	INDOT & Other State Agencies	80%-120%	0	0	TON	Delivered
7						TON	Delivered & Loaded
8						TON	Pick Up
9		Local Governmental Entities	80%-120%	0	2,640	TON	Delivered
10						TON	Pick Up
11	30-Greenfield	INDOT & Other State Agencies	80%-120%	0	12,315	TON	Delivered
12						TON	Delivered & Loaded
13						TON	Pick Up
14		Local Governmental Entities	80%-120%	0	49,840	TON	Delivered
15						TON	Pick Up
16	40-LaPorte	INDOT & Other State Agencies	80%-120%	0	0	TON	Delivered
17						TON	Delivered & Loaded
18						TON	Pick Up
19		Local Governmental Entities	80%-120%	0	32,310	TON	Delivered
20						TON	Pick Up
21	50-Seymour	INDOT & Other State Agencies	80%-120%	0	200	TON	Delivered
22						TON	Delivered & Loaded
23						TON	Pick Up
24		Local Governmental Entities	80%-120%	0	23,855	TON	Delivered
25						TON	Pick Up
26	60-Vincennes	INDOT & Other State Agencies	80%-120%	0	25	TON	Delivered
27						TON	Delivered & Loaded
28						TON	Pick Up
29		Local Governmental Entities	80%-120%	0	1,910	TON	Delivered
30						TON	Pick Up

UNTREATED SALT

Line Item	INDOT District	Entity	Commitment Range	2019/2020 Early Fill Quantity (100%)	2019/2020 Seasonal Quantity (100%)	Unit of Measure	Delivery Method
31	10-Crawfordsville	INDOT & Other State Agencies	80%-120%	34,803	42,955	TON	Delivered
32						TON	Delivered & Loaded
33						TON	Pick Up
34		Local Governmental Entities	80%-120%	0	20,865	TON	Delivered
35						TON	Pick Up
36	20-Fort Wayne	INDOT & Other State Agencies	80%-120%	10,000	55,000	TON	Delivered
37						TON	Delivered & Loaded
38						TON	Pick Up
39		Local Governmental Entities	80%-120%	0	30,108	TON	Delivered
40						TON	Pick Up
41	30-Greenfield	INDOT & Other State Agencies	80%-120%	21,000	30,080	TON	Delivered
42						TON	Delivered & Loaded
43						TON	Pick Up
44		Local Governmental Entities	80%-120%	0	16,740	TON	Delivered
45						TON	Pick Up
46	40-LaPorte	INDOT & Other State Agencies	80%-120%	15,000	63,950	TON	Delivered
47						TON	Delivered & Loaded
48						TON	Pick Up
49		Local Governmental Entities	80%-120%	0	77,890	TON	Delivered
50						TON	Pick Up
51	50-Seymour	INDOT & Other State Agencies	80%-120%	6,500	34,100	TON	Delivered
52						TON	Delivered & Loaded
53						TON	Pick Up
54		Local Governmental Entities	80%-120%	0	16,835	TON	Delivered
55						TON	Pick Up
56	60-Vincennes	INDOT & Other State Agencies	80%-120%	12,000	12,000	TON	Delivered
57						TON	Delivered & Loaded
58						TON	Pick Up
59		Local Governmental Entities	80%-120%	0	9,180	TON	Delivered
60						TON	Pick Up

The State of Indiana received responses from four (4) bidders:

- Cargill, Inc.
- Compass Minerals America Inc.
- Detroit Salt Company LLC
- Morton Salt, Inc.

Cargill, Inc. claimed and qualified for the Indiana Business Preference, as well as the U.S. Manufactured Preference for all line items. Compass Minerals America, Inc. claimed and qualified for the U.S. Manufactured Preference for select line items bid. Detroit Salt Company LLC claimed and qualified for the U.S. Manufactured Preference for all line items bid. Morton Salt, Inc. claimed and qualified for the U.S. Manufactured Preference for select line items bid. Pricing preferences were applied to qualified bids and were included during price evaluation. Please refer to the attached .xls file, **Attachment A**, for detailed preference information by line item.

When necessary, the bidders were asked to clarify their responses in order to ensure State needs were met. The bids were evaluated by the Indiana Department of Administration according to the criteria established in the bid documents.

Award Summary

The table below outlines the award summary for ASA-19-086. Please refer to the attached .xls file, **Attachment A**, for a detailed summary.

Bidder	Line Items Awarded	Total Evaluation Amount	Preferences	Total Award Amount
Cargill, Inc.	<u>Treated Salt:</u> Line items 1-5, 9-15, 19-30 <u>Untreated Salt:</u> Line items 44-45	\$15,108,783.36	Indiana Business Preference and US Manufactured	\$15,298,356.30
Compass Minerals America, Inc.	<u>Untreated Salt:</u> Line items 31-35, 41-43, 54-60	\$17,572,219.26	US Manufactured	\$17,572,219.26
Detroit Salt Company	<u>Untreated Salt:</u> Line items 36-40	\$8,148,636.60	US Manufactured	\$8,148,636.60
Morton Salt, Inc.	<u>Untreated Salt:</u> Line items 46-53	\$15,347,867.30	US Manufactured	\$15,347,867.30
				\$56,367,079.46

During the course of the evaluation, proposals were scrutinized to determine the viability of the proposed business solutions to meet the needs of the State.

The term of each initial contract shall be for a period of one (1) year from the date of contract execution. There may be three (3) one year renewals for a total of four (4) years at the State's option.

Eric Klinefelter 5/10/2019

Eric Klinefelter, Director of Account Management and Sourcing Operations
Indiana Department of Administration



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION

Procurement Division
402 West Washington Street, Room 468
Indianapolis, Indiana 46204
317.232.3053

May 10, 2019

Morton Salt, Inc.
Attn: Andrew Lorenzini
444 West Lake Street, Suite 3000
Chicago, IL 60606

RE: Negotiated Bid, ASA 19-086, Road Salt for INDOT, Other State Agencies, and Local Government Entities

On behalf of the State of Indiana, I am pleased to announce that your company has been selected for a split award to provide Road Salt for the State of Indiana. A description of the decision can be viewed in the Award Recommendation Letter, available at the following web address: <http://www.in.gov/idoa/2462.htm>.

A representative from IDOA will be contacting you in the very near future to begin contract negotiations. The State of Indiana retains the right to either negotiate with another respondent or cancel the Bid based on your willingness to agree to contract terms.

Hopefully, contract negotiations will be successful and your organization will be awarded a contract within a short period of time. However, please be advised that your proposal contract with the State of Indiana is not effective until the necessary state signatory authorities approve it. Until the contract is approved and fully executed, any actions you take in reliance of contract approval are at your own risk. Therefore, it may be unwise to expend funds or incur expenses in anticipation that contract negotiations will be successful and a tendered contract will be approved.

Indiana law is clear on this point. I.C. 4-13-1-19 states that a bidder or an offeror does not gain a property interest in the award of a contract unless the bidder or offeror is awarded the contract and the contract is completely executed. Therefore, the State denies any liability for any actions that you have or may take in anticipation of the award of the contract until the document is fully executed pursuant to Indiana Code.

If the IVBE and/or M/WBE participation level will exceed or fail to meet the goals outlined in the contractor's proposal, you must notify the Supplier Diversity office immediately at idoasupplierdiversity@idoa.in.gov. In the event that the contractor fails to report changes in participation attainment, demonstrate a good faith effort to reach the participation goals, pay the IVBE, MBE, or WBE in a timely manner or satisfactorily resolve any outstanding claims, the department may elect to withhold a disputed amount from the payments due to the contractor, suspend or terminate the contract, recommend suspension of the contractor's certification status with the public works division, and/or suspend, revoke, or deny the IVBE, MBE, or WBE certification and eligibility to participate in the IVBE, MBE, or WBE program per (25 IAC 5-7-8 and 25 IAC 9-5-1). The Indiana Department of Administration uses the Pay Audit System for compliance monitoring. Free training is available to all vendors. More information about this process can be found at: <http://www.in.gov/idoa/mwbe/payaudit.htm>.

If you have any questions or concerns, please feel free to contact me at eklinefelter@idoa.in.gov. This file will be available for public review at the date of this correspondence.

Sincerely,

Eric Klinefelter
Indiana Department of Administration

Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	07/30/2019 3:14:35PM	Agency Fiscal Approval
2	M240207	Lawson,Megan Kathleen	07/31/2019 3:51:54PM	IDOA Procurement Approval
3	T278748	Glickman,Tammera	08/01/2019 11:58:37AM	IDOA Procurement Approval
4	M338303	Wolf,Matthew	08/01/2019 4:35:05PM	SBA Approval
5	J268330	Habig,Joseph Michael	08/09/2019 12:04:05PM	SBA Approval
6	M338811	Skarbeck,Molly H	08/09/2019 1:55:22PM	Attorney General Approval
7	S210690	Gard,Susan W	08/09/2019 3:10:35PM	Attorney General Approval