FI84 9/96
Division of Finance

CONTRACT # 069048

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Various Regions	referred to as STATE and the following:
Agency Name	Agency Code	Division	

CONTRACTOR Morton Salt
Name
P O Box 93052
Address
Chicago | IL | 60673
City | State | Zip Code
Kent Liddiard | (801) 250-6335
Contact Person | Phone Number
364140798 | 91539A | 77545770308, 77545770309, 77545770310, 77545770311
Federal ID# | Vendor Number | Commodity Code(s)

LEGAL STATUS OF CONTRACTOR
____ Sole Proprietor
____ Non-Profit Corporation
X For-Profit Corporation
____ Partnership
____ Government Agency

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with various types of road salt. A performance bond in the amount of $57,900.45 is required.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF6002,
Requisition # 810 6600000002 ,FY 2006 .

4. CONTRACT PERIOD: Effective date 15 - Sept. - 2005 . Termination date 14 - Sept. - 2006 , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) 1-one year renewal. .

5. CONTRACT COSTS: This is a requirements contract. See Attachment C for pricing.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Itemized Price List.
ATTACHMENT D: Special Terms and Conditions.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF6002 dated 03-Aug.-2005 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
SEE ATTACHED

Contractor's Signature
ANTHONY T PATTON
Contractor's Name
ASSIST. MANAGER HWY MARKETING
Title

STATE OF UTAH

David K. Miles, Operations Engineer
OCT 05 2005
Director, Division of Purchasing
CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE OCT - 7 2005
Director, Division of Finance

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

REC'D OCT 17 2005

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://purchasing.utah.gov

Invitation to Bid

Solicitation Number: **RF6002**

Due Date: **08/03/05 @ 2:00 P.M.**

Date Sent: July 7, 2005

Agency Contract

Goods and services to be **ROAD SALT**

Must complete

Company Name Morton Salt		Federal Tax Identification Number	
Ordering Address P.O. Box 506, Exit 84 on I80	City West Grantsville	State UT	Zip Code 84029-0506
Remittance Address (if different from ordering address) P.O. Box 93052	City Chicago	State IL	Zip Code 60673
Type ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person Kent Liddiard 801-250-6335		
Telephone Number (include area code) For ordering: 801-250-6335	Fax Number (include area code) 312/807-2669		
Company's Internet Web Address www.mortonsalt.com	Email Address bids@mortonsalt.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) Net 30 Days	Days Required for Delivery After Receipt of Order (see attached for any required minimums) **1-5 Days ARO**		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, terms and conditions and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes X No_____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature Anthony T. Patton	Date 8-1-05

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION**: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NON APPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION::** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS::** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

SECTION 02769P
DEICING SALT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Sodium chloride highway deicing material.

1.2 PAYMENT PROCEDURES

A. Pay for accepted quantities at unit price per ton.

1.3 REFERENCES

A. APHA-AWWA-WEF: Standard Methods for the Examination of Water and Waste Water.

B. ASTM B117: Standard Practice for Operating Salt Spray (Fog) Apparatus.

C. ASTM C136: Method of Sieve Analysis of Fine and Coarse Aggregates.

D. ASTM D632: Standard Specification for Sodium Chloride.

E. ASTM D1193: Standard Specification for Reagent Water.

F. ASTM D1411: Standard Test Method for Water-Soluble Chlorides Present as Admixes in Graded Aggregate Road Mixes.

G. ASTM E534: Standard Test Methods for Chemical Analysis of Sodium Chloride.

H. SHRP H-205: Evaluation Procedures for Deicing Chemicals.

1.4 SUBMITTALS

A. For each shipment, supply bill of lading showing:
   1. Type and grade of material
   2. Type and amount of additives
   3. Destination
   4. Consignee's name
   5. Date of Shipment
   6. Truck identification
   7. Net weight in English units
   8. Bill of Lading number
   9. Manufacturer

1.5 DELIVERY, STORAGE AND HANDLING

A. Contamination: Do not supply shipments contaminated with other materials.

1.6 QUALITY ASSURANCE

A. Sampling, supplier-delivered material:
   1. Deliver to specified site.
   2. Notify ENGINEER when delivery is complete.
   3. Sample by random one sample for each delivery site (minimum sample size 10 lbs).
   4. Store sample in airtight 3-1/2 gallon plastic container.

B. Sampling, F.O.B. plant material:
   1. Sample by random one sample for each suppliers stockpile used (minimum sample size 10 lbs).
   2. Store sample in airtight 3-1/2 gallon plastic container.

C. Compliance: Supplier is liable for all UDOT testing costs of non-complying materials.

D. Price Adjustment, Gradation: Downward 25% price adjustment assessed for materials outside specified gradation.

E. Price Adjustment, Moisture Content: Downward 25% price adjustment assessed for moisture content greater than specified.

F. Price Adjustment, General: Products, failing to meet any other specification requirements, are assessed 50% price adjustment or total rejection. Supplier replaces rejected material plus any contaminated material at their cost. Rejected product is removed by the supplier and replaced with compliant product, including handling and transportation charges at no additional cost. Removal means removing all material contaminated by the non-specification material. ENGINEER establishes the amount of material contaminated.

   Two non-compliant shipments per contract year may result in contract termination.

PART 2 PRODUCTS

2.1 DEICING SALT

A. General:
   1. Moisture Content: Maximum 3.0% by weight using ASTM D1411.
   2. Melting Activity: Active at 5 F ambient temperature. Supplier certifies material meets SHRP H-205.1 for effectiveness.
   3. Gradation: Meets the following gradation using ASTM C136:

Sieve Size	Percent Passing
1/2"	100
3/8"	90-100
# 4	75-100
# 8	40-80
# 16	15-45
# 50	0-10

4. Chemical Constituents:
   a. Do not supply products containing constituents exceeding total concentration limits listed in 2.1.A.4.b. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition.
   b. Chemical contaminant limit stated as parts per million (ppm).

Chemical	**Concentration (ppm)**
Phosphorus	25.00
Arsenic	5.00
Copper	0.20
Lead	1.00
Mercury	0.05
Cadmium	0.20
Barium	10.00
Selenium	5.00
Zinc	10.00

   c. Chemical constituent test methods:
      1) Total phosphorus as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF. Total phosphorus shall be determined upon a 1% test solution. The Total Phosphorus value determined from the 1% solution is the value to be reported without being calculated for the dilution. The test solution should be prepared by placing 10 ml of sample into 500 ml of ASTM D1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.

      2) Total cyanide as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

3) Total arsenic, barium, cadmium, chromium, copper, lead, selenium and zinc: Atomic Absorption Spectrophotometry or Plasma Emission Spectroscopy as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

4) Total mercury: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA-AWWA-WEF.

B. Class A Sodium Chloride, Untreated: Minimum 92.0% NaCl by weight using ASTM D1411.

C. Class B Sodium Chloride, Non-Caking: Minimum 92.0% NaCl by weight using ASTM D1411. Yellow Prussiate of Soda (YPS) or other approved chemical is added uniformly to the sodium chloride at a rate of 150 parts per million to produce non-caking material when subjected to the following test:

Material is exposed to two (2) twenty-four (24) hour moisture cycles from 3% minus moisture by weight to 25% plus moisture and back to 3% moisture.

Add Yellow Prussiate of Soda prior to stockpiling. YPS addition produces a uniform coating throughout stockpile.

D. Class C Sodium Chloride, Freeze Resistant: Minimum 92.0% NaCl by weight using ASTM D1411. Includes YPS as specified for Class B. Additional approved chemicals are added to depress freezing point of the salt in the stockpile to 0 F. Add anti-freeze chemicals uniformly prior to stockpiling. Submit freeze point depressant chemical additives and method of introduction.

E. Class D Sodium Chloride, High Performance Grade: Minimum 92.0% NaCl by weight using ASTM D1411. May include YPS. Meets Class C Sodium Chloride specification. Measure performance compared to bakers grade sodium chloride. Test at 25 F, 20 F and 5 F.

1. Melting power exceeds bakers grade salt by 100% total volume melt using SHRP H-205.1 at 5 F.
2. Melting power exceeds bakers grade salt by 50% total volume melt using SHRP H-205.1 at 25 F.
3. Ice penetration exceeds baker's grade sodium chloride by 60% in one hour using SHRP H-205.5 at 20 F.
4. Corrosiveness is 50% less corrosive than bakers grade sodium chloride measured using ASTM B117.
5. Color is discernibly dark, distributed homogeneously throughout entire granule, non-fading, and non-leaching.

F. Testing Cost: Supplier pays costs incurred in procuring and testing materials found outside specification.

PART 3 EXECUTION

3.1 DELIVERY

A. Deliver to locations listed on the bid schedule between 8:00 AM and 4:00 PM, Monday through Thursday. Notify station supervisor twenty-four hours prior to delivery. Unload material where directed by ENGINEER.

1. Delivery Method One: Deliver using end dump trucks only. No Trailers.
2. Delivery Method Two: Deliver using end dump trucks, end dump trucks with pups, or end dump trailers.
3. Delivery Method Three: Deliver using end dumps, end dumps with pups, end dump trailers, side dumps, or belly dumps.
4. Delivery Method Four: Load state trucks F.O.B. at supplier's production facility, stockpile, railhead, or other designated location. Supplier specifies point of delivery in writing if other than normal place of business.

B. Stockpiles: The method for stockpiling sodium chloride is specified for each station. The method will be one of the following:

1.Method 1: Stockpile by butting loads – Build stockpiles at designated locations. Butt loads one against the other in such a manner as to occupy as small a total stockpile area as possible. If the supplier elects to use belly dumps or pups, he must supply equipment to keep the stockpile pushed up to cover an area no larger than a stockpile area produced by an end dump. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If UDOT personnel reshape the stockpile, the cost of reshaping is deducted from the contract.

2. Method 2: Stockpile by supplier furnished loader – Build stockpiles at designated locations. Supplier places each load and load is "bucked-up" using a supplier-furnished loader and operator. Stockpiles occupy as little space as possible and are bucked up to a uniform 10-foot height. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If UDOT personnel reshape stockpile, reshaping cost is deducted from the contract.
3. Method 3: Stockpile by state forces shaping pile – Build stockpile at designated locations. State forces shape stockpile.

Change One - May 27, 2003
Articles Revised
2.1.C Reduced YPS rate to 150 ppm
3.1.B Added 3 Stockpiling Methods
Change Two – August 14, 2003
Minor text and format changes
Change Three – March 14, 2005
Spelling corrections
Change Four - June 28, 2005 Deleted reference to trucks in 3.1.B

ATTACHMENT C: ITEMIZED PRICE LIST

REGION ONE

No belly dumps are to be used in delivery of material to any stations in Region One.

STA	LOCATION	TYPE	TONS	DELIVERY METHOD	STOCKPILE METHOD	UNIT PRICE
1445	Logan Summit 11871 N Hwy 89	B	2200	2	3	$ 29.39/ton
	F. O B. PLANT PICK UP	B	500			$ 12.50/ton
	F. O B. PLANT PICK UP	C	500			$ 12.50/ton

REGION TWO

STA	LOCATION	TYPE	TONS	DELIVERY METHOD	STOCKPILE METHOD	UNIT PRICE
2425	Salt Lake East 1950 S 500 W	C	5000	3	4	$ 12.50/ton
2427	South Valley 244 W 13800 S	C	3000	3	4	$ 12.50/ton
2430	Salt Lake 2010 S 2760 W.	C	2500	3	4	$ 12.50/ton
2431	West Jordan 3850 W 7800 S	C	3500	3	4	$ 12.50/ton
2432	Murray 5823 S Commerce Dr	C	4000	3	4	$ 12.50/ton
2433	Cottonwood 6601 S 3000 E	C	3000	3	4	$ 12.50/ton
	F. O B. PLANT PICK UP	B	200			$ 12.50/ton
	F. O B. PLANT PICK UP	C	500			$ 12.50/ton

REGION THREE

STA	LOCATION	TYPE	TONS	DELIVERY METHOD	STOCKPILE METHOD	UNIT PRICE
3433	Tabiona SR-35 MP 43	B	500	2	3	$ 28.01/ton
3435	Roosevelt 825 W US-40	B	500	2	3	$ 31.42/ton
3437	Vernal 318 N Vernal Ave	B	500	2	3	$ 34.45/ton
3445	Strawberry US 40 MP 42	B	500	2	3	$ 23.81/ton
	F. O B. PLANT PICK UP	B	500			$12.50/ton
	F. O B. PLANT PICK UP	C	500			$12.50/ton

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT ACCEPTANCE**: At the time the bid form is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature, if awarded the contract. When signed by the Division of Purchasing/General Services and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.

2. **CONTRACT INCLUSION**: The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract.

3. **QUANTITY OR AMOUNT ESTIMATES**: This is a requirements contract with the State. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

4. **WAGES**: The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

5. **INVOICING**: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILL OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

   The Contractor shall submit invoices to the Utah Department of Transportation, to the appropriate Region and Districts ordering the material (See attached list).

6. **NON-ASSIGNMENT**: The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

7. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide the specified notice to the Contractor.

8. **LICENSING**: The Contractor agrees to secure and maintain all necessary licenses, permits and bonds that may be required by the State or local authorities to perform said services.

9. **DELIVERY**: Delivery of Sodium Chloride is to be coordinated with each Region Maintenance Engineer or a designated Agent. First order quantities of material shall be delivered to the stockpiles by October 31, and all other quantities shall be ordered on an as needed basis. If first delivery of product are not delivered by the October 31 date, the Department may obtain material from second low bid. The Contractor agrees to deliver the complete order not more than two working (2) days after receipt of each verbal or written order.

   Sodium Chloride is to be delivered to each stockpile location, unless otherwise designated by a Department representative, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except State holidays. Each delivery shall have a certified weight ticket--mechanically stamped--with the weight of the delivery truck empty, the weight of the truck loaded, and the quantity delivered. When a truck is making multiple deliveries, only one tare weight is necessary for shipments made for a twenty-four hour period.

   Each ticket shall be signed by the person actually weighing the unit and his signature shall constitute certification of the load and truck being weighed. Each weight ticket shall identify the truck by a displayed number on the truck or the license number of the truck. If a pup is used, it shall be weighed separate from the end dump truck and shall indicate all information required for truck weight tickets.

   The Contractor shall certify the product being delivered complies to the specifications of material being delivered. Any load exceeding legal load restrictions shall not be accepted.

10. **NON-COMPLIANCE**: Any Type A or B sodium chloride not usable for normal highway use due to lumping or for other reasons shall be replaced by the Contractor within ten (10) days of notice of non-compliance.

    In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.

    Type C salt which is not usable for highway salting operation due to lumping or other reasons shall be replaced by the Contractor, or treated in the stockpile with a sufficient concentration of chemical additives to render it useful within five (5) days after notice of non-compliance.

    Type D salt which is not usable for highway salting operation due to not meeting the melting power, total melt and active temperature shall be replaced by the Contractor, or

treated in the stockpile with a sufficient concentration of chemical additives to render it useful within five (5) days after notice of non-compliance.

11. **INABILITY TO DELIVERY**: In the event that the Contractor at any time during contract period does not supply, as specified in the agreement, the State reserves the right to obtain the material from the next low responsive responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the Contractor or the Contractor's performance bond.

12. **PERFORMANCE BOND**: The Contractor shall provide a performance-payment bond or cashier's check amounting to fifteen percent (15%) of the bid amount guaranteeing performance, product and payment.

UTAH DEPARTMENT OF TRANSPORTATION

INVOICE ADDRESSES

Sodium Chloride to be invoiced to the Regions as follows:

REGION ONE
166 West Southwell Street
Ogden, Utah 84404 (801) 620-1600

REGION TWO
2010 South 2760 West
Salt Lake City, Utah 84104 (801) 975-4900

REGION THREE
658 North 1500 West
Orem, Utah 84057 (801) 227-8000

All invoices for Richfield District, Price District and Cedar City District shall be invoiced as follows:

REGION FOUR
708 South 100 West
Richfield, Utah 84701 (435) 893-4799 Ext.733