



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

Solicitation

1. Solicitation #: SW615

2. Solicitation Issue Date: 08/11/2015

3. Brief Description of Requirement:

Statewide Contract for Road Salt.

There is a large storage shed with a capacity of 50,000 tons located near the Port of Catoosa in Eastern Oklahoma which is served by barge-delivered rock salt. One line item addresses this location. If you bid on the barged-in salt, you are bidding on the price per ton plus delivery to the port. There is a separate contract in place with a vendor to unload the salt and take it to the storage shed. The rest of the locations listed are smaller sheds within the divisions.

The pricing pages as well as a map of the sheds, are located with this document on the website.

All questions must be emailed to the Contracting Officer listed below. Deadline for questions is Thursday, August 13, 2015 by 5 pm. Central Standard Time.

4. Response Due Date¹: 08/27/2015

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery or U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

6. Solicitation Type (check one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Requesting Agency: OMES, Central Purchasing on behalf of all government entities.

8. Contracting Officer:

Name: Joyce Leivas

Phone: (405) 521-2479

Email: Joyce.Leivas@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # SW615

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit²:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911). Please provide your Certificate of Good Standing if available.

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbusssales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: SW615

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Type of Contract

- B.1.1.** This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract.
- B.1.2.** All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.
- B.1.3.** The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.
- B.1.4.** This contract may be awarded to multiple vendors.

B.2. Contract Period

This Contract is for Date of Award through one year with the option to renew for up to three (3) additional one year periods.

B.3. Extension of Contract

The State may extend the term of this contract for up to 90 days if mutually agreed upon by both parties in writing.

B.4. Authorized Users

This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

B.5. Gratuities

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

B.6. Travel

No reimbursable travel is contemplated under the terms of this contract.

B.7. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings such as brochures, specifications, and descriptions of equipment that indicate environmentally friendly construction/usage..

B.8. Conflict of Interest

The RFP is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further all Suppliers must disclose the name of any State Employee who owns, either directly or indirectly, an interest of five percent (5%) or more in the supplier firm or any of its branches.

B.9. Patents and Royalties

The Supplier without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.10. Property loss

The Supplier shall reimburse the government entity for such property loss or damage caused by supplier, its employees or for anyone whose acts the supplier may be liable for.

B.11. Contract Management Fee

- B.11.1.** As provided by State Statute 85.33A, Central Purchasing will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Supplier(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.
- B.11.2.** Supplier shall make payment by company check to Central Purchasing Division within 30 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Supplier must identify the check as "Contract Management Fee" and include the following information with payment: SW615 Rock Salt. The Contract Management Fee shall be mailed to:

Central Purchasing
2401 N Lincoln Blvd Ste 116
Oklahoma City OK 73105 (subject to change to due Central Purchasing move in Fall of 2015)
Attention: Joyce Leivas

B.12. Contract Usage Reporting Requirements

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Supplier use.
- B.12.3.** If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

Central Purchasing
2401 N Lincoln Blvd Ste 116
Oklahoma City OK 73105 (subject to change to due Central Purchasing move in Fall of 2015)
Attention: Joyce Leivas
and electronically by email to the Contracting Officer within 30 days of completion of each quarterly reporting period.

- B.12.3.1.** January 1 through March 31
- B.12.3.2.** April 1 through June 30
- B.12.3.3.** July 1 through September 30
- B.12.3.4.** October 1 through December 31

B.13. Scope

- B.13.1.1.** The purpose of the Contract is to purchase rock salt and have it delivered to several locations within the state.
- B.13.1.2.** The Oklahoma Department of Transportation provides the specifications for the rock salt.
- B.13.1.3.** The State has an 80,000 square feet salt storage facility in Catoosa, Tulsa County, in Northeast Oklahoma which is the largest storage facility in the state, having a capacity of 50,000 tons of salt. Rock salt is shipped via barge on the Arkansas River Navigational System.
- B.13.1.4.** Field Divisions within the state "buy" from the Catoosa warehouse facility, which is managed by the Oklahoma Department of Transportation Purchasing Division, using internal orders and have the salt shipped to their locations.
- B.13.1.5.** Besides the method of acquiring salt from the Catoosa facility, the field divisions also use the statewide contract for purchase and delivery of rock salt.
- B.13.1.6.** For vendors who provide the rock salt and delivery, pricing includes the rock salt pricing per ton and delivery charges inclusive.
- B.13.2.** This contract may be awarded to multiple vendors due to some vendors not bidding on delivery to all locations and the necessity to provide complete statewide coverage especially in instances of emergency situations when more vendors could be needed.

B.14. Quantities and Quality Control

- B.14.1.** The amounts provided on the Price Schedules are only estimates. With Oklahoma being a state that doesn't have Winter weather every year without exception, it is extremely hard to predict the quantities of salt that will be needed so the State will not guarantee minimum amounts of rock salt to be purchased.
- B.14.2.** Product shall be free from any foreign material at the point of delivery.
- B.14.3.** Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection.
- B.14.4.** Any residue materials used in the production of the product or any oversized materials found in the delivery order may be cause for rejection.
- B.14.5.** Product shall be received in a free-flowing and usable condition.
- B.14.6.** The Vendor must submit a safety data sheet with each delivery if requested by an ODOT District.

- B.14.7.** If requested, the Vendor will provide the State a copy of its Quality Control and Safety Procedures as it relates to product production, handling, transportation and storage. There will be no additional cost to the State if this information is requested.
- B.14.8.** All salt delivered to the various delivery points is subject to final inspection, as delivered, at the discretion of the local agency field personnel.
- B.14.9.** When inspected at the delivery point, the salt shall conform to the product specifications.
- B.14.10.** Any delivered salt that fails to meet specification requirements may be rejected. The vendor must immediately replace unusable salt with a product that conforms to the specifications at no additional cost to the State.

B.15. Insurance

- B.15.1.** Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
- B.15.2.** The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:
 - B.15.2.1.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
 - B.15.2.2.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - B.15.2.3.** Commercial Automobile Insurance, hired and non-owned.
 - B.15.2.4.** Garage keepers Liability Insurance.
 - B.15.2.5.** Commercial Property Coverage.

B.16. Emergency Purchases

In the event that a disaster emergency is declared by Executive Order or that the Oklahoma Department of Transportation determines that an emergency exists requiring the prompt and immediate delivery of products or services, the State reserves the right to obtain such products or services from any source, including but not limited to this contract, as the State determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

B.17. Product Prices

- B.17.1.** All prices listed are firm for the initial first year of the Contract. Thereafter product price increases may be allowed at the renewal of each contract period with the approval of the Central Purchasing Office. The price includes the cost of the product specified and all associated delivery costs. Documentation of price increases shall accompany renewal request responses.
- B.17.2.** At no time should the ordering entity pay more than the Contract price.

B.18. Fuel Price Adjustment

All prices offered herein are guaranteed against increase for the initial Contract period except increases which are based upon transportation rate increases. It is mutually understood and agreed that transportation rates or charges include charges for transportation by barge and/or rail and/or truck. Any increase or decrease in these transportation rates or charges occurring after the date of the contract award incurred by the awarded Vendor shall be applied provided that no change in the unit price for the product will be made.

- B.18.1.** Fuel Price adjustments will be made for deliveries of treated salt during the contract period. Deliveries made after the contract award date will use the fuel price adjustment in effect for the day the contract award is made.
- B.18.2.** Additional amount may be added to contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The Midwest Region shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, then another source may be selected by Central Purchasing). <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.
- B.18.3.** Central Purchasing will compute additional amount based on the difference between the "base" rate in effect on the date of the contract award and the price of diesel fuel as reported for the Midwest Region by the US Department of Energy's weekly "EIA Retail On-Highway Diesel Prices" on each Monday. If there is no posting on Monday, the next day's published posting will be used for the adjustment.
- B.18.4.** The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the contract award. Adjustments will be permitted weekly. Adjustments will be rounded to two decimal places to the nearest cent.

B.18.5. If the published rate goes below the published rate in effect on the date of the contract award, there shall be no deduction, no price reduction.

B.18.6. Example:

Published rate on date of contract award: \$4.869

A date past the award date posting: \$4.910

$\$4.91 - \$4.87 = \$.04$ = Additional amount allowed to be added to price per ton.

B.18.7. The price adjustments will be calculated using the current week's posting for the following week.

B.18.8. Should postings differ from current description and/or format, a posting determined by Central Purchasing to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

B.18.9. The following shall apply to all additional price amounts under any contract awarded:

B.18.9.1. Price adjustments are limited to changes in the "EIA Retail On-Highway Diesel Prices". as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the contractor, will not be allowed during the contract period, except as indicated under the fuel price adjustment and price escalation clause herein.

B.18.10. Should the price structure utilized by the parties become unworkable for the State, or result in prices which are not reflective of current market conditions and the price is deemed unreasonable or excessive by Central Purchasing, and no adjustment in price is mutually agreeable, Central Purchasing reserves the sole right to, upon 30 days written notice, to terminate any contract resulting from this solicitation. If the vendor is unable or unwilling to meet the requirements of the contract, whether in whole or in part, they shall immediately notify Central Purchasing in order that appropriate action can be taken. Such notification shall be in writing and shall be directed to Central Purchasing. Such notification shall not relieve the vendor of responsibilities under the contract during the 30 day period.

B.18.11. In the event of an extension, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the contract award date and for subsequent years additional extensions would follow this format. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

B.19. Delivery

B.19.1. All deliveries must be FOB Destination of the ordering party.

B.19.2. The Contract Vendor must use a carrier that meets all federal and State laws as required by the appropriate transportation authority.

B.19.3. In the event that ODOT desires to pick up an order, the purchasing entity will be responsible for coordinating the time and place for pick up from the Vendor. The cost of the product will be adjusted to reduce the total delivered price by the cost of delivery to the purchaser.

B.19.4. For the purpose of determining day one of an order, the following day after the day the order is made will be considered as the first working day of that order.

Day Order Received	First Working Day
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday

B.20. Barge Delivery

Trucking Suppliers will be notified with a minimum of three (3) week notice that a barge has been scheduled. The Oklahoma Department of Transportation has a separate contract with the company that actually unloads the barge and delivers the salt to the large salt shed located in Catoosa, near the Port of Catoosa, in Tulsa County. The vendor who is awarded the barge salt purchase and delivery is only responsible for the delivery of the salt to the port.

B.21. PAYMENT

- B.21.1.** The Vendor will be required to submit invoices that have single line billing – the combined cost of the salt and the cost for delivery. As quoted in the vendor's response unless an adjustment is made for an increase or decrease in the diesel fuel rate. In no event, including a change in transportation charges, will the total price submitted on an invoice for payment exceed the price offered by the Vendor. Delay in paying an invoice due to pricing errors by the Vendor will not require an agency to pay an interest charge for late payments.
- B.21.2.** Any credits or debits for fuel surcharges, late deliveries, etc., must be detailed and clearly shown on the invoice as a credit or debit, whichever is applicable, as a separate line item.
- B.21.3.** To ensure prompt payment, the invoice shall include the following information:
 - B.21.3.1.** Purchase order number if applicable.
 - B.21.3.2.** Name of government entity.
 - B.21.3.3.** Description of supplies provided.
 - B.21.3.4.** Name of company who provided the products/services.
 - B.21.3.5.** Payment remittance address.
- B.21.4.** Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.
- B.21.5.** Each Vendor who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response.
- B.21.6.** Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.
- B.21.7.** Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules published by the Oklahoma Office of State Finance, derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of State Finance website.

C. SOLICITATION SPECIFICATIONS

Please see the attached Rock Salt specifications provided by the Oklahoma Department of Transportation.

D. EVALUATION

- D.1.** The State reserves the right to negotiate with one or more Contractors. The Department of Central Services may negotiate any and all content of the proposal.
- D.2.** Cost
- D.3.** Past Performance
- D.4.** Lowest and Best

E. INSTRUCTIONS TO SUPPLIER

- E.1.** Please carefully read all the Sections of this solicitation as submitting your response indicates your understanding of what is requested and acceptance of all terms and conditions.
- E.2.** Section "A" is standard terms for all Central Purchasing Contracts
- E.3.** Section "B" contains terms and conditions specific to this contract and specific descriptions of what is needed.
- E.4.** Section "C" refers to the specifications for Rock Salt which are posted on the website along with the solicitation
- E.5.** Section "H" Price and Cost. There are attachments for pricing. If you have questions, you must submit them by the date and time noted on the first page of the solicitation documents.

F. CHECKLIST

- F.1.** Initial all corrections you make
- F.2.** Include Copy of Workman's Comp Insurance Policy
- F.3.** Include Copy of Certificate of Good Standing (If required to be registered with the **Secretary of State of Oklahoma**) if available.

G. OTHER

The complete solicitation package consists of:

- This document
- Map of locations of the Department of Transportation Division salt sheds posted along with solicitation.
- Pricing pages

H. PRICE AND COST

See Pricing Pages posted along with solicitation.



Standard Specification for Sodium Chloride¹

This standard is issued under the fixed designation D 632; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification covers sodium chloride intended for use as a deicer and for road construction or maintenance purposes.

1.2 The values stated as SI units are to be regarded as the standard.

1.3 For purposes of determining conformance to this specification, values for chemical analysis shall be rounded to the nearest 0.1 %, and values for grading shall be rounded to the nearest 1 %, in accordance with the rounding method in Practice E 29.

1.4 The text of this specification references notes and footnotes that provide explanatory material. These notes and footnotes shall not be considered as requirements of the specification.

1.5 The following precautionary caveat pertains only to the test method in Annex A1, of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 ASTM Standards:

C 136 Test Method for Sieve Analysis of Fine and Coarse Aggregates²

C 670 Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials²

D 1193 Specification for Reagent Water³

E 29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications⁴

E 287 Specification for Laboratory Glass Graduated Burets⁵

E 288 Specification for Laboratory Glass Volumetric Flasks⁵

¹ This specification is under the jurisdiction of ASTM Committee D04 on Road and Paving Materials and is the direct responsibility of Subcommittee D04.31 on Calcium and Sodium Chlorides and Other Deicing Materials.

Current edition approved June 10, 2001. Published August 2001. Originally published as D 632 – 41. Last previous edition D 632 – 00.

² Annual Book of ASTM Standards, Vol 04.02.

³ Annual Book of ASTM Standards, Vol 11.01.

⁴ Annual Book of ASTM Standards, Vol 14.02.

⁵ Annual Book of ASTM Standards, Vol 14.04.

E 534 Test Methods for Chemical Analysis of Sodium Chloride⁶

3. Classification

3.1 This specification covers sodium chloride obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other) and recognizes two types and two grades as follows:

3.1.1 *Type I*—Used primarily as a pavement deicer or in aggregate stabilization.

3.1.1.1 *Grade 1*—Standard grading (Note 1).

3.1.1.2 *Grade 2*—Special grading (Note 1).

3.1.2 *Type II*—Used in aggregate stabilization or for purposes other than deicing.

NOTE 1—Grade 1 provides a particle grading for general application, and has been found by latest research to be most effective for ice control and skid resistance under most conditions. Grade 2 is the grading typical of salt produced in the Western United States and is available in states of the Rocky Mountains Region and west, which may be preferred by purchasers in that area.

4. Chemical Requirements

4.1 The sodium chloride shall conform to the following requirement for chemical composition, except for the tolerance stated in 6.1 and 6.2:

Sodium chloride (NaCl), min, % 95.0

5. Physical Requirements

5.1 Grading:

5.1.1 *Type I*—The grading of Type I sodium chloride, when tested by means of laboratory sieves conforming to Specification E 11, shall conform to the following requirements for particle size distribution, except for the tolerance stated in 6.1 and 6.1.1:

Sieve Size	Mass % Passing	
	Grade 1	Grade 2
19.0 mm (¾ in.)	...	100
12.5 mm (½ in.)	100	...
9.5 mm (¾ in.)	95 to 100	...
4.75 mm (No. 4)	20 to 90	20 to 100
2.36 mm (No. 8)	10 to 60	10 to 60
600 µm (No. 30)	0 to 15	0 to 15

5.1.2 *Type II*—The grading of Type II sodium chloride shall conform to the grading requirements imposed or permitted by the purchaser under conditions of the intended use.

⁶ Annual Book of ASTM Standards, Vol 15.05.

6. Permissible Variations

6.1 In the case of sodium chloride sampled after delivery to the purchaser, tolerances from the foregoing specified values shall be allowed as follows:

6.1.1 *Grading*—5 percentage points on the maximum value for the range for each sieve size, except the 12.5 mm (½ in.) and 9.5 mm (⅜ in.) for Grade 1 and 19.0 mm (¾ in.) for Grade 2.

6.1.2 *Chemical Composition*—0.5 percentage point.

7. Condition

7.1 The sodium chloride shall arrive at the purchaser's delivery point in a free-flowing and usable condition.

8. Sampling

8.1 Not less than three sample increments shall be selected at random from the lot (Note 2). Each increment shall be obtained by scraping aside the top layer of material to a depth of at least 25 mm (1 in.) and taking a 500-g (approximately 1-lb) quantity of sodium chloride to a depth of at least 150 mm (6 in.). Sampling shall be done by means of a sampling thief or other method that will ensure a representative cross section of the material. The sample increments shall be thoroughly mixed to constitute a composite sample representative of the lot.

NOTE 2—A lot may be an amount agreed upon between purchaser and supplier at the time of purchase.

9. Test Methods

9.1 *Chemical Analysis*—Test for compliance with the requirements for chemical composition in accordance with the following methods:

9.1.1 *Routine Control*—Use of the “Rapid Method” in Annex A1 is permitted for routine control and approval.

9.1.2 *Referee Testing*—In case of controversy, determine the chemical composition of the sample, using the current version of Test Method E 534.

9.2 Grading shall be determined by Test Method C 136.

10. Inspection

10.1 The purchaser or his representative shall be provided free entry and necessary facilities at the production plant or storage area if he elects to sample sodium chloride at the source.

11. Rejection and Rehearing

11.1 The sodium chloride shall be subject to rejection if it fails to conform to any of the requirements of this specification.

11.2 In the case of failure to meet the requirements on the basis of an initial sample of a lot represented, two additional samples shall be taken from the lot and tested. If both additional samples meet the requirements, the lot shall be accepted.

12. Packaging and Marking

12.1 The sodium chloride shall be delivered in bags or other containers acceptable to the purchaser, or in bulk lots. The name of the producer and the net weight shall be legibly marked on each bag or container, or in the case of bulk lots, on the shipping or delivery report.

13. Keywords

13.1 salt; snow and ice removal; sodium chloride; stabilization; winter maintenance

ANNEX

(Mandatory Information)

A1. RAPID METHOD OF ANALYSIS FOR SODIUM CHLORIDE

A1.1 Scope

A1.1.1 This annex covers a rapid method for chemical analysis of sodium chloride.

A1.2 Significance and Use

A1.2.1 The procedure for chemical analysis in this annex determines the total amount of chlorides present in the sample and expresses that value as sodium chloride.

A1.2.2 This rapid method of analysis does not distinguish between sodium chloride and other evaporite chloride compounds with ice-melting capabilities. Typical rock salt and solar salt sometimes contains small amounts of CaCl₂, MgCl₂, and KCl, depending on the source of the material. When this rapid method is used on continuing shipments from a known source, it will provide a fast, essentially accurate determination of the sodium chloride content of the material furnished. Thus, the need for testing by the referee method, Test Method E 534, is reduced.

A1.3 Apparatus

A1.3.1 *Glassware*—Standard weighing bottles, volumetric flasks (conforming to Specification E 288, Class B, or better), and burets (conforming to Specification E 287, Class B, or better).

A1.3.2 *Balance*, having a capacity of at least 20 g, accurate and readable to 0.01 g.

A1.4 Reagents

A1.4.1 *Purity of Reagents*—Reagent grade chemicals shall be used in all tests. Unless otherwise indicated, it is intended that all reagents conform to the specifications of the Committee on Analytical Reagents of the American Chemical Society

where such specifications are available.⁷ Other grades may be used, provided it is first ascertained that the reagent is of sufficiently high purity to permit its use without lessening the accuracy of the determination.

A1.4.2 Purity of Water—Unless otherwise indicated, references to water shall be understood to mean reagent water as defined by Types I-IV of Specification D 1193.

A1.4.3 Calcium Carbonate (CaCO_3)—low chloride, powder.

A1.4.4 Nitric Acid (HNO_3), dilute ($\text{HNO}_3\text{:H}_2\text{O}$, 1:4 by volume).

A1.4.5 Potassium Chromate (K_2CrO_4) Solution—(50 g $\text{K}_2\text{CrO}_4/\text{L}$).

A1.4.6 Silver Nitrate Solution—0.05 N AgNO_3 .

A1.4.7 Sodium Chloride (NaCl)

A1.5 Procedure

A1.5.1 Thoroughly mix the composite sample obtained under 8.1, and reduce by quartering or by means of a sample splitter to approximately 500 g. Pulverize the reduced sample to pass a 300- μm (No. 50) sieve.

A1.5.2 Standardization—Standardize the silver nitrate (AgNO_3) solution daily, using 10 g of reagent grade sodium chloride (NaCl) following the applicable procedure in A1.5.3.

A1.5.3 From the pulverized sodium chloride, obtain a test sample with a mass of 10.00 ± 0.01 g and place in a beaker with 250-mL distilled water. Add 10 mL of the diluted nitric acid solution (HNO_3 , 1 + 4 by volume) and stir for 20 min at room temperature to put the salt in solution. Transfer the solution, including any insoluble material, to a 2-L volumetric flask, dilute to the mark with distilled water, and mix. With a pipet, draw off 25 mL of the solution and place in a white porcelain casserole. Add 0.5 g of calcium carbonate (CaCO_3) to neutralize the excess HNO_3 , and adjust the pH to approximately 7. Add 3 mL of the potassium chromate (K_2CrO_4) solution as an indicator and titrate dropwise with the silver nitrate (AgNO_3) solution until a faint but distinct change in color occurs—a persistent yellowish brown endpoint (see Note A1.1), comparable to standardization. Estimate the titer from the buret to the second decimal place.

NOTE A1.1—The stirred sample solution, after addition of potassium chromate (K_2CrO_4) and calcium carbonate (CaCO_3), is a creamy lemon-yellow color. Addition of the silver nitrate (AgNO_3) solution produces silver chloride, which begins to agglomerate as the titration progresses, and the lemon-yellow color will begin to have whitish, opaque swirls of silver chloride. As the titration proceeds, the red color formed by addition of each drop begins to disappear more slowly. Continue the addition dropwise until a faint but distinct change in color occurs and the yellow-brown to faint reddish-brown color persists. The first stable presence of red silver chromate is the endpoint. If the endpoint is overstepped, a deep reddish-brown color occurs

A1.6 Calculate—Calculate the total chlorides expressed as percent NaCl as follows:

$$P = [(A/B) \times (C/D)] \times 100 \quad (\text{A1.1})$$

where:

A = reagent grade NaCl used, g,

B = 0.05 N AgNO_3 solution required to titrate the reagent grade NaCl , mL,

C = 0.05 N AgNO_3 solution required to titrate the sample being tested, mL,

D = test sampling mass, g, and

P = total chlorides, expressed as sodium chloride, in the sample being tested, %.

A1.6.1 If moisture is apparent in the sample, dry a duplicate 10-g sample of the pulverized salt at 105°C and correct the mass of the sample accordingly.

A1.7 Precision and Bias

A1.7.1 Precision⁸—An interlaboratory study was conducted and an analysis was made that included three materials ranging from approximately 92 to 99 % NaCl . Ten laboratories were included in the study.

A1.7.2 Single-Operator Precision (NaCl composition 95.0 % and greater)—The single-operator standard deviation of a single test result for average NaCl composition 95.0 % and greater has been found to be 0.248.⁹ Therefore, results of two properly conducted tests by the same operator on the same material with the same equipment and under the same conditions should not differ by more than 0.70 %.⁹

A1.7.3 Multilaboratory Precision (NaCl composition 95.0 % and greater)—The multilaboratory standard deviation of a single test result for average NaCl composition greater than 95.0 % has been found to be 0.633 %.⁹ Therefore, results of two properly conducted tests in different laboratories on the same material should not differ by more than 1.79 %.⁹

A1.7.4 Single Operator Precision (NaCl composition less than 95.0 % and greater than 90.0 %)—The single-operator coefficient of variation of a single test result for average NaCl composition less than 95.0 % and greater than 90.0 % has been found to be 0.427 %.⁹ Therefore, results of two properly conducted tests by the same operator on the same material with the same equipment and under the same conditions should not differ by more than 1.21 %.⁹

A1.7.5 Multilaboratory Precision (NaCl composition less than 95.0 % and greater than 90.0 %)—The multilaboratory standard deviation of a single test result for average NaCl composition less than 95.0 % and greater than 90.0 % has been found to be 0.711 %.⁹ Therefore, results of two properly conducted tests in different laboratories on the same material should not differ by more than 2.00 %.⁹

A1.7.6 Bias—No justifiable statement can be made on the bias of this test method because the data are not available.

⁷ *Reagent Chemicals, American Chemical Society Specifications*, American Chemical Society, Washington, DC. For suggestions on the testing of reagents not listed by the American Chemical Society, see *Analar Standards for Laboratory Chemicals*, BDH Ltd., Poole, Dorset, U.K., and the *United States Pharmacopeia and National Formulary*, U.S. Pharmacopeial Convention, Inc., (USPC), Rockville, MD.

⁸ Supporting data have been filed at ASTM Headquarters. Request RR:D04-1016.

⁹ These numbers represent, respectively, the (1s %) and (d2s %) limits, as described in Practice C 670.

D 632

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