



**Specifications For
Manufactured Materials**

Section: DEICING MATERIALS

Subject: GENERAL PROVISIONS FOR DEICING
MATERIAL SUPPLY CONTRACTS

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1. DESCRIPTION

1.1 This specification contains the terms and conditions applicable to the supply of de-icing material pursuant to GS standing orders or purchase orders.

2. ABBREVIATIONS, DEFINITIONS AND INTERPRETATION PROVISIONS

2.1 Wherever the following abbreviations are used in the standing offer, they are to be construed the same as the respective expressions below:

ASTM The American Society for Testing and Materials

CAN National Standard of Canada set by CGSB

CGSB Canadian General Standards Board

MHI Ministry of Highways and Infrastructure

SMM 600 The part or parts of the MHI Specifications for Manufactured Materials Manual relating to de-icing materials or products supplied pursuant to the contract.

GS Ministry of Government Services

STP MHI Standard Test Procedures Manual

2.2 In the standing offer the following terms, unless the context otherwise requires, shall mean:

(a) De-icing Materials or Salt or Product or Material or any combination of these words shall refer to the particular type of de-icing materials to be supplied pursuant to the standing offer;

(b) The standing offer means this agreement as set forth in the standing offer documents;

(c) The standing offer documents means the tender, the Terms and Conditions of Tender, any revisions or these general provisions and the other sections of SMM 600 which relate to the products supplied pursuant to the contract;

(d) Region Area Order Number means the number assigned for each delivery.

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(e) Holiday means:

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day;

(f) Province means Her Majesty the Queen in right of the Province of Saskatchewan as represented by the Ministry of Government Services and the Minister responsible for the ministry of government on behalf of which the product is supplied;

(g) GS Control Number means the number on the GS standing order or purchase order form;

(h) Supplier means the successful bidder to whom the standing offer for the supply of de-icing product is awarded;

(i) Unit Price Bid means the unit price for the product as bid by the Supplier.

2.3 Payment by the Province of any amount under or pursuant to the standing offer is subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the goods and services to be provided under the standing offer in the fiscal year of the Province in which the liability to pay arises.

2.4 No delay, neglect or forbearance on the part of the Province in enforcing any term, condition or obligation of the standing offer shall be, or be deemed to be, a waiver or in any way prejudice any right of the Province under the standing offer, and any waiver of any term, condition, obligation or breach of the standing offer must be in writing to be effective.

2.5 Any rights and remedies provided under the standing offer are cumulative and are in addition to and not in substitution for any rights or remedies provided or available at law or in equity.

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- 2.6 The standing offer documents shall constitute the entire and exclusive agreement between the Province and the Supplier relating to the supply of the product and the documents supersede all prior agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto. No amendment of this agreement shall be effective unless it is in writing and executed by both parties.
- 2.7 In the event that any of the provisions contained in the standing offer shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the standing offer and such invalidity or unenforceability shall not invalidate, affect or impair the remaining provisions of the standing offer but this standing offer shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 2.8 The standing offer shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.
- 2.9 Time shall be of the essence of the standing offer.
- 2.10 Headings used in the standing offer are for convenience of reference only and shall not affect or be utilised in the construction of interpretation of the standing offer.
- 2.11 The standing offer may not be assigned without the written consent of the Province.
- 2.12 The standing offer shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 2.13 If either party hereto is delayed, hindered or prevented from the performance of any of its obligations under this Agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, strikes or other cause beyond the reasonable control of the party affected (except by reason of lack of funds or the financial condition of that party) such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of such delay. No party shall be entitled to relief under this section unless, within seven days after the commencement of the delay, the party claiming such relief shall have given notice in writing to the other party of the delay.

3. MATERIALS

- 3.1 Each product shall conform to the applicable specifications in MHI Specification SMM 600 - De-icing Chemical.

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4. CORRELATION TESTING

- 4.1 Prior to the first delivery of de-icing product, the Supplier shall deliver to Engineering Standards Branch, Materials and Testing at 1610 Park Street, Regina, a 2.5 kg representative sample of their de-icing product, together with a complete set of test results performed by or for the Supplier for all of the characteristics on which pay reductions are based for that product.
- 4.2 The Province shall test the sample for all of the characteristics on which pay reductions are based and provide the results to the Supplier within 30 days of receipt of the samples at the address noted in 4.1.
- 4.3 If the test results obtained by the Province on the sample are not within the specification limits, the Province may, at its discretion, require another sample of the product to be submitted, to which the provisions of this section will apply, or terminate all standing offer relating to the supply of that particular product by the Supplier. If the additional sample of the product is not provided by the supplier within 7 days of written request, then the standing offer for the supply of that material may be terminated by the Province.

5. ORDERING OF DEICING MATERIAL

- 5.1 Orders for de-icing material may be placed by telephone, in writing or by facsimile by any employee to which the product is supplied. In emergency situations, when agreement cannot be reached on delivery times, the matter will be referred to the Area Manager.
- 5.2 The Supplier shall provide one or more telephone numbers, one of which may be for facsimile transmission, at which orders may be placed 24 hours per day, 7 days per week.
- 5.3 Orders must indicate the Region Area Order Number, the grade/type of material, the number of deliveries, the location for delivery, the urgency of delivery, the name of the employee ordering and the name and telephone number of a contact person.

6. DELIVERY

- 6.1 The Supplier shall deliver the product to the location specified in the tender and unload the product into the designated receptacle or storage facility.
- 6.2 The Supplier shall make every reasonable effort to supply the de-icing product as and when required. The Ministry views 72 hours as an approximate time frame for normal deliveries.
- 6.3 The supplier shall deliver the de-icing product on holidays and on weekends if, in the opinion of the Ministry emergency circumstances exist.

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- 6.4 The de-icing product shall be delivered in clean uncontaminated trucks. The material shall be placed in each shed or storage facility to maximize the capacity of each shed or storage facility and is to be protected from the weather at all times. The product is not to be damaged in any way, including fracturing, compaction, segregation, moisture, or any other detrimental process. Dumping and pushing is not considered placing and is not acceptable, except where noted.
- 6.5 The delivery shall comply with all laws, including laws protecting the environment.
- 6.6 No unloading assistance or equipment will be provided by Ministry's employees.
- 6.7 At the time of delivery, a bill of lading is to be given to a Ministry's employee or deposited into the box provided at the storage facility.

7. SAMPLING

- 7.1 The Supplier will keep a cumulative total of the number of tonnes they supply to the Ministry. For every 500 tonnes of salt delivered one representative sample will be randomly taken. The Province shall be permitted, upon request, to take samples from the suppliers' production line or loading facility. The sample will represent the 500 tonnes supplied to the Ministry. The sample will be subdivided into three representative smaller samples, one for the department, one for the supplier, and one referee sample.
- 7.2 The Ministry in co-operation with the supplier will ensure one representative sample is taken for each 500 tonne lot delivered to the department.
- 7.3 Sampling will be in accordance with STP 112 - Sampling Sodium Chloride Granular.
- 7.4 Sampling of other de-icing materials will be in accordance with the methods specified in the sections of SMM 600.

8. MEASUREMENT

- 8.1 The de-icing product shall be measured in tonnes.
- 8.2 The Supplier shall weigh the material on weigh scales which have a current approval by Measurement Canada. Proof of such approval shall be provided to the Province on request.
- 8.3 The scales shall be of a size to weigh the entire delivery vehicle at once. The scale shall provide an automatic printout which identifies the gross weight, tare weight and net weight of the load. The gross and tare weights must be measured for each load.
- 8.4 The Province may check weights.

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9. REPORTING DELIVERIES

9.1 Bills of lading shall include the following information:

- (a) supplier's name
- (b) material type
- (c) the point of delivery and region area order number
- (d) the date shipped
- (e) the tare, gross and net weight on automated printout
- (f) a unique bill of lading number

10. INVOICES

10.1 Invoices, original and 3 copies, shall be mailed or delivered to the address identified on the standing purchase order.

10.2 Invoices must show:

- (a) the price for de-icing product per tonne f.o.b. the delivery point as indicated on the GS standing order or purchase order;
- (b) bill of lading number and region area order number;
- (c) the net weight of the load;

10.3 Payment for the material will be at the unit price per tonne as specified by the tender and purchase order documents less the percentage pay adjustment.

11. TERMINATION OF THE STANDING OFFER

11.1 By notice to the Supplier the standing offer may be terminated in whole or with respect to any product or products or with respect to any delivery point or points if:

- (a) the Supplier fails to deliver product within an agreed upon time frame;
- (b) the Supplier fails to deliver product which meets specifications;

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- (c) the Province, in its absolute discretion, decides to use another product; or
- (d) the Supplier breaches any term or condition of the standing offer.

12. OBLIGATIONS OF THE PROVINCE

- 12.1 Subject to sections 11, 12.2 and 12.3 all product required by the Province at the delivery point before April 30 in the year following the year in which the standing offer is awarded shall be purchased from the Supplier and the Supplier shall supply the product at the unit price bid.
- 12.2 The quantities shown on the tender form are estimates prepared for the purpose of comparing bids. Payment to the Supplier will be made for the actual quantities of material delivered in accordance with the standing offer. The Province reserves the right to increase or decrease the quantity of material to be delivered.
- 12.3 The Province may purchase, by a separate tender, additional quantities of product required at the delivery point which exceed the estimated quantity by 200 tonnes or more.

13. PAY ADJUSTMENTS

- 13.1 The pay adjustments specified in the sections of SMM 600 relating to the particular product, represent liquidated damages for the material which does not meet specification.

14. NOTICES

- 14.1 Unless otherwise specifically provided in standing offer, any notices or communications required or permitted to be given pursuant to the Standing Offer shall be in writing and may be delivered to, or sent by prepaid registered or certified mail addressed to:

- (a) in the case of a notice or communication to the Province:

Fleet Services
Saskatchewan Ministry of Highways and Infrastructure
Procurement Officer

Shelley O'Hare

Phone: (306) 662-5456

Fax: (306) 662-5496

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- (b) in the case of a notice or communication to the Supplier, to the address stated on the Tender; or to such other address as either party may notify the other in accordance with this section, and if so delivered shall be deemed to have been given when delivered, and if so mailed shall be deemed to have been given on the third business day after the date of mailing except in the case of a mail strike or other disruption of postal service in which case it shall be deemed to have been given on the third business day after such strike or disruption ceases.

- 14.2 Notices and communications may also be given by facsimile transmission provided that the party to whom the notice or communication is given acknowledges receipt by return facsimile transmission.