

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NO.:** [22287](#)

**DATE:** September 19, 2012

**GROUP:** 01800 - ROAD SALT  
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Joseph Hodder  
Team Leader  
(518) 474-3668  
[joseph.hodder@ogs.ny.gov](mailto:joseph.hodder@ogs.ny.gov)

**ORIGINAL CONTRACT PERIOD:**  
September 1, 2011 through August 31, 2012

**UPDATED CONTRACT PERIOD:**  
September 1, 2011 through August 31, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717

**CONTRACTORS/CONTRACT NOS.:**

CONTRACTOR	CONTRACT#
American Rock Salt	PC65644
Atlantic Salt Inc.	PC65645
Cargill Inc. Deicing Technology	PC65646
International Salt Co.	PC65647
Morton Salt Inc.	PC65648

**SUBJECT: PRICE CORRECTION**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE ABOVE REFERENCED CONTRACTS:**

The price for Road Salt for Chemung and Tioga counties is hereby corrected to \$38.80 per ton.

All other terms and conditions of the original Contract Award Notification apply to this Purchasing Memorandum.

Please attach this Purchasing Memorandum to your copy of the Contract Award Notification.

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New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
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Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NO.:** [22287](#)

**DATE:** September 5, 2012

**GROUP:** 01800 - ROAD SALT  
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:  
STATE AGENCIES & CONTRACTORS**

Joseph Hodder  
Team Leader  
(518) 474-3668  
[joseph.hodder@ogs.ny.gov](mailto:joseph.hodder@ogs.ny.gov)

**CONTRACT PERIOD:** September 1, 2011 through  
August 31, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717

**CONTRACTORS/  
CONTRACT NOS.:** \*SEE BELOW

CONTRACTOR	CONTRACT#
American Rock Salt	PC65644
Atlantic Salt Inc.	PC65645
Cargill Inc. Deicing Technology	PC65646
International Salt Co.	PC65647
Morton Salt Inc.	PC65648

**SUBJECT: RENEWAL OF EXISTING CONTRACTS**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED CONTRACTS:**

Please note for all renewals -- the 2012-2013 road salt delivery schedule supersedes the delivery schedule of 2011-2012. The 2012-2013 delivery schedule may be found at the following web address:

<http://www.ogs.state.ny.us/purchase/spg/awards/01800DS00.HTM>

**All counties have been renewed for 2012-2013. The following pricing, and terms and conditions apply to the renewal period.**

*Note: Price decreases for this renewal shall apply to the 2012-2013 Contract period only. The price decreases shall not apply to purchase of remaining minimum filed requirements for the 2011-2012 Contract period. Contract Users must meet their 70%, (or 50%, if applicable), minimum for the previous Contract period before a purchase may be made at the 2012-2013 Contract price.*

**PLEASE NOTE - WHEN PLACING AN ORDER, PLEASE REFERENCE AWARD NUMBER 22287 AND THE PC# THAT APPLIES TO YOUR COUNTY.**

(continued)

**AMERICAN ROCK SALT CO. - AWARD 22287 / PC65644:**

American Rock Salt has agreed to renew the following counties with a decrease of 1.5% from 2011-2012 pricing. In addition, all storage fees for the 2011-2012 Contract period have been waived until December 31, 2012. After December 31, 2012, a one-time fee of \$3.60 per ton of remaining 2011-2012 minimums shall apply.

<b>County</b>	<b>2012-2013 Price Per Ton (Bulk)</b>
Allegany	\$42.79
Cattaraugus	\$40.91
Chautauqua	\$48.87
Erie	\$39.41
Essex	\$68.46
Genesee	\$40.15
Jefferson	\$55.71
Lewis	\$58.14
Livingston	\$40.65
Monroe	\$42.48
Niagara	\$42.34
Ontario	\$35.82
Orleans	\$40.15
Oswego	\$46.09
Steuben	\$37.42
Warren	\$58.97
Wyoming	\$40.65

**ATLANTIC SALT COMPANY - AWARD 22287 / PC65645:**

Atlantic Salt Company has agreed to renew the following counties with no price change from 2011-2012 pricing. In addition, the 50% minimum requirement for these counties for the 2011-2012 Contract period has been waived. Contract Users are not obligated to purchase any remaining 2011-2012 minimums for these counties. *Note: Waiving the minimums results in the elimination of storage fees for these counties.*

<b>County</b>	<b>2012-2013 Price Per Ton (Bulk)</b>
Nassau	\$53.00
Suffolk	\$57.00
Westchester	\$53.00

**ATLANTIC SALT COMPANY - AWARD 22287 / PC65645:**

Atlantic Salt Company has agreed to renew the following counties with a decrease of 1% from 2011-2012 pricing. In addition, all storage fees for the 2011-2012 Contract period have been waived until December 31, 2012. After December 31, 2012, a one-time fee of \$2.00 per ton of remaining 2011-2012 minimums shall apply (OR Contract Users may choose to prepay during the month of January 2013 for the balance of their remaining 2011-2012 salt and pay no storage fee).

(continued)

<b>County</b>	<b>2012-2013 Price Per Ton (Bulk)</b>
Rockland	\$59.30
Bronx	\$59.37
Kings	\$59.37
New York	\$59.37
Queens	\$59.37
Richmond	\$59.37

**CARGILL INC. DEICING TECHNOLOGY - AWARD 22287 / PC65646:**

Cargill Inc. has agreed to renew the following counties with a decrease of 3% from 2011-2012 pricing. In addition, all storage fees for the 2011-2012 Contract period have been waived until December 31, 2012. After December 31, 2012, a one-time fee of \$3.50 per ton of remaining 2011-2012 minimums shall apply.

<b>County</b>	<b>2012-2013 Price Per Ton (Bulk)</b>
Broome	\$39.59
Cayuga	\$36.83
Chemung	\$38.80
Chenango	\$44.18
Cortland	\$36.84
Delaware	\$51.45
Dutchess	\$54.07
Fulton	\$49.85
Hamilton	\$62.24
Herkimer	\$45.16
Madison	\$45.86
Montgomery	\$49.85
Oneida	\$43.63
Onondaga	\$39.99
Orange	\$53.60
Otsego	\$47.35
Saratoga	\$51.43
Schenectady	\$48.81
Schoharie	\$52.27
Schuyler	\$36.84
Seneca	\$36.83
St Lawrence	\$51.53
Sullivan	\$53.37
Tioga	\$38.80
Tompkins	\$36.84
Wayne	\$40.31
Yates	\$36.84

(continued)

**INTERNATIONAL SALT COMPANY LLC - AWARD 22287 / PC65647:**

International Salt Company has agreed to renew the following counties with a decrease of 1% from 2011-2012 pricing. In addition, the 70% minimum requirement for these counties for the 2011-2012 Contract period has been waived. Contract Users are not obligated to purchase any remaining 2011-2012 minimums for these counties. *Note: Waiving the minimums results in the elimination of storage fees for these counties.*

<b>County</b>	<b>2012-2013 Price Per Ton (Bulk)</b>
Albany	\$48.31
Columbia	\$51.65
Greene	\$52.09
Putnam	\$61.70
Rensselaer	\$49.05
Ulster	\$57.71
Washington	\$57.65

**MORTON SALT INC. - AWARD 22287 / PC65648:**

Morton Salt Inc. has agreed to renew the following counties with a decrease of 3% from 2011-2012 pricing. In addition, all storage fees for the 2011-2012 Contract period have been waived until December 31, 2012. After December 31, 2012, a one-time fee of \$3.60 per ton of remaining 2011-2012 minimums shall apply.

<b>County</b>	<b>2012-2013 Price Per Ton (Bulk)</b>
Clinton	\$57.56
Franklin	\$58.52

**All other terms and conditions of the original contract apply. Please adjust your records accordingly to reflect these contract renewals.**

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New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NO.:** [22287](#)

**DATE:** August 10, 2012

**GROUP:** 01800 - ROAD SALT  
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Joseph Hodder  
Team Leader  
(518) 474-3668  
[joseph.hodder@ogs.ny.gov](mailto:joseph.hodder@ogs.ny.gov)

**CONTRACT PERIOD:** September 1, 2011 through  
August 31, 2012

**CONTRACTORS/  
CONTRACT NOS.:** \*SEE BELOW

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717

CONTRACTOR	CONTRACT#
American Rock Salt	PC65644
Atlantic Salt Inc.	PC65645
Cargill Inc. Deicing Technology	PC65646
International Salt Co.	PC65647
Morton Salt Inc.	PC65648

**SUBJECT: RENEWAL OF EXISTING CONTRACTS/WAIVING OF STORAGE FEES**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED CONTRACTS:**

The New York State Strategic Sourcing Team is currently in the process of negotiating renewals of the referenced contracts for road salt for an additional one-year period, through August 31, 2013. It is anticipated that these renewals will be completed prior to the expiration of the contract on August 31, 2012. Although not yet finalized or approved by the Office of the State Comptroller (OSC), as part of the negotiations all contractors have tentatively agreed to waive the storage fees for the quantities of salt that authorized users are obligated to purchase for the 2011-12 contract period but have not taken delivery of prior to August 31, 2012. If approved, the storage fees will be waived through December 31, 2012, at which time authorized users may be required to pay storage fees for any quantities still outstanding for the 2011-12 contract period.

Further information regarding the terms of the renewals will be announced upon approval by OSC.

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New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NO.:** [22287](#)

**DATE:** February 8, 2012

**GROUP:** 01800 - ROAD SALT  
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Joseph Hodder  
Team Leader  
(518) 474-3668  
[joseph.hodder@ogs.ny.gov](mailto:joseph.hodder@ogs.ny.gov)

**CONTRACT PERIOD:** September 1, 2011 through  
August 31, 2012

**CONTRACTORS/  
CONTRACT NOS.:** \*SEE BELOW

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717

CONTRACTOR	CONTRACT #
Cargill Inc. Deicing Technology	PC65646

**SUBJECT: NEW INFORMATION FOR ELECTRONIC PAYMENTS BY AUTHORIZED  
CONTRACT USERS**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED  
CONTRACT:**

Authorized contract users making electronic payments (ACH transactions) to the subject contractor should use the following bank and account numbers:

Bank of America  
Bank Number 111000012  
Account Number 4426815367

Any explanation regarding an ACH remittance should be sent to [remitdetail@cargill.com](mailto:remitdetail@cargill.com) or you may call 1-866-301-0105.

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New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NO.:** [22287](#)

**DATE:** October 18, 2011

**GROUP:** 01800 - ROAD SALT  
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:  
STATE AGENCIES & CONTRACTORS**

Joseph Hodder  
Team Leader  
(518) 474-3668  
[joseph.hodder@ogs.ny.gov](mailto:joseph.hodder@ogs.ny.gov)

**CONTRACT PERIOD:** September 1, 2011 through  
August 31, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717

**CONTRACTORS/  
CONTRACT NOS.:** \*SEE BELOW

CONTRACTOR	CONTRACT #
Cargill Inc. Deicing Technology	PC65646

**SUBJECT: CHANGE OF ADDRESS FOR REMITTING PAYMENT TO CONTRACTOR  
TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED  
CONTRACT:**

All future payments to the above contractor should be sent to the following address:

Cargill Inc.  
PO Box 415927  
Boston, MA 02241-5927

\* \* \* \* \*

**State of New York Executive Department**  
**Office Of General Services**  
**Procurement Services Group**  
**Corning Tower Building - 38th Floor**  
**Empire State Plaza**  
**Albany, New York 12242**  
<http://www.ogs.ny.gov>

**CONTRACT AWARD NOTIFICATION**

<b>Title</b>	<b>: Group 01800 – ROAD SALT (All State Agencies and Political Subdivisions) Classification Code(s): 12</b>
<b>Award Number</b>	<b>: <a href="#">22287</a> (Replaces Awards 20883, 21344 and 21749)</b>
<b>Contract Period</b>	<b>: September 1, 2011 through August 31, 2012</b>
<b>Bid Opening Date</b>	<b>: July 14, 2011</b>
<b>Date of Issue</b>	<b>: August 17, 2011</b>
<b>Specification Reference</b>	<b>: As Incorporated Herein and Purchasing Memorandums dated July 5, 2011; July 6, 2011; July 7, 2011 and July 8, 2011</b>
<b>Contractor Information</b>	<b>: Appears on Page 2 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name</b> : Beverly L. Moore <b>Title</b> : Purchasing Officer 1 <b>Phone</b> : 518-474-7273 <b>Fax</b> : 518-474-8676 <b>E-mail</b> : beverly.moore@ogs.ny.gov	Procurement Services Group Customer Services <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.ny.gov

**The Procurement Services Group values your input.  
 Complete and return "Contract Performance Report" at end of document.**

**Description**

Road Salt is used for snow and ice control. This is a filed requirement contract which requires the contract user to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for solar salt. Automatic price increases become effective once deliveries exceed 120% of the contract user's filed requirement.

PR # 22287

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b> <b><u>NYS VENDOR ID.#</u></b>
PC65644	AMERICAN ROCK SALT CO., LLC PO Box 190 5520 Rt. 63 Mt. Morris, NY 14510	888/762-7258 585/243-9510 Ext. 1407 Marcia Gavin Fax No. 585/243-7676 E-mail: marcia.gavin@americanrocksalt.com	161516458 1000008297
PC65645	ATLANTIC SALT, INC. 134 Middle Street Suite 210 Lowell, MA 01852	978/453-4911 Thomas Sullivan Fax No. 978/251-8244 E-mail: tsullivan@easternminerals.com	132914699 1000026327

***PLACE ORDERS FOR CARGILL:***

PC65646	CARGILL INCORPORATED D/B/A CARGILL INCORPORATED DEICING TECHNOLOGY, BUSINESS UNIT 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	800/600-7258 Monica Sue Petkac Fax. No. 440/716-0763 Email: monica_petkac@cargill.com Website: www.cargilldeicing.com	410177680 1000048669
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***REMIT PAYMENTS FOR CARGILL:***

	CARGILL INC. DEICING TECHNOLOGY PO Box 640283 Pittsburgh, PA 15264-0283		
PC65647	INTERNATIONAL SALT COMPANY, LLC 655 Northern Blvd. Clarks Summit, PA 18411	888/388-4726, Ext. 1 570/587-5000 Daniel P. Thompson Fax No. 570/586-6463 E-mail: bids@iscosalt.com Web Site: www.internationalsalt.com	522034785 1000009452
PC65648	MORTON SALT, INC. 123 North Wacker Drive Chicago, IL 60606-1743	888/800-8905 312/807-2496 Anthony Patton Fax No. 312/807-2669 E-mail: bids@mortonsalt.com Web Site: www.mortonsalt.com	273146174 1100010394

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

(continued)

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**PRICE:**

Price is net per ton, FOB destination designated on purchase order, including unloading of the bulk salt. Contract prices are firm except for price revisions permitted in accordance with the following clauses.

- **PRICE ESCALATION BASED ON EXCEEDING 120% OF FILED REQUIREMENT**
- **FUEL PRICE ADJUSTMENT**
- **PRICE ADJUSTMENT FOR RENEWALS**

**Price Escalation Based On Exceeding 120% Of Filed Requirement:**

A price escalation will be permitted when delivery quantities exceed 120% of filed requirement per delivery location. Customers with multiple delivery sites (e.g. NYS DOT and County Highways) shall have their minimum/maximum delivery quantities based on the sum of all their sites serviced by a supplier.

An automatic unit price increase of 10% will be allowed once quantities delivered are over 120% of a user's filed requirement. Once deliveries exceed 130% of a user's filed requirement the automatic price increase will change to 15%. At that time, if contractor's costs exceed 15%, contractors may apply for a greater than 15% escalation. Contractors must provide documentation which substantiates the requested increase. This documentation will be reviewed by PSG and, if approved, will be applied retroactively. Contractors will continue to deliver to all customers including up to 150%. Failure to deliver may result in a "Buy Against" or a delivery deduction to the contractor. Once the contractor has requested and received a price increase, agencies are allowed to solicit prices from other contractors who are a part of the award. If a lower price is secured, the contractor for the specific location must be given an opportunity to match or better the offered price. If the contractor will not or cannot match or better the offered price, agencies may obtain their needs from the lower priced State contract holder.

**Fuel Price Adjustments:**

A fuel price adjustment may be made to contract pricing in accordance with the following procedure:

- Fuel Price adjustments will be made for deliveries of road salt during the contract period. Deliveries made after August 31 to meet minimum filed requirement obligations will use the fuel price adjustment in effect for August 31.
- Additional amount may be added or deducted on a monthly basis, from contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The New England PADD 1A shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, then another source may be selected by NYS OGS Procurement Services.)

(continued)

PRICE: (Cont'd)

**Fuel Price Adjustments:** (Cont'd)

- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – August's prices will be used to determine September's adjustment). All prices will be rounded to two decimal places.
- If the published rate goes below the published rate in effect on the date of the bid opening, there shall be a deduction, a price reduction.

**EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:**

Published rate on date of bid opening	\$4.07
Monthly Average Price	\$4.17

$\$4.17 - \$4.07 = \$0.10 =$  Additional amount allowed to be added to price per ton.

**EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:**

Published rate on date of bid opening	\$4.07
Monthly Average Price	\$3.97

$\$4.07 - \$3.97 = \$0.10 =$  Amount allowed to be deducted from price per ton.

**Additional Notes on Fuel Price Adjustment:**

Should postings differ from current description and/or format, a posting determined by the Commissioner of General Services in his/her sole discretion 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. The following shall apply to all additional price amounts under any contract awarded:

1. Price adjustments are limited to changes in pre-selected posting 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.
2. Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner of General Services, and no adjustment in price is mutually agreeable, the Commissioner of General Services reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.
3. In the event of an extension, the base rate for calculating adjustments will be the rate shown in the referenced EIA on the date of the next bid year's bid opening and for subsequent years additional extensions would follow this format. If there is no bid opening date for the next year, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the last bid opening date. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

(continued)

PRICE: (Cont'd)

**Price Adjustment For Renewals:**

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by the Procurement Services Group and each Contractor. Procurement Services Group's review may include appropriate indices as determined by the Procurement Services Group, market conditions reflecting supply and demand, and other economic factors deemed appropriate by the Procurement Services Group. Each contractor's review will be independent.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:**

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

(continued)

**CONTRACT BILLINGS AND PAYMENTS:**

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.ny.gov](http://www.ogs.ny.gov)).

**ON-GROUND/DELIVERED INVENTORY:**

Contractor shall have the following on-ground/delivered inventory reserved solely for Office of General Services customers as follows:

- September 1, 2011 - 50% of filed requirement for area/awarded counties
- October 1, 2011 - 70% of filed requirement for area/awarded counties
- November 1, 2011 - 80% of filed requirement for area/awarded counties
- December 1, 2011 - 100% of filed requirement for area/awarded counties

After December 1, 2011, the contractor is obligated to maintain inventories adequate to provide deliveries as requested in the time frames and quantities requested. Any failure by the contractor to deliver under contract terms may result in a "Buy Against" to that contractor.

If, at any time during the contract period, extenuating circumstances arise and it is determined by the Office of General Services that the contractor does not have adequate inventory, award may be made at the discretion of the Office of General Services to another bidder.

The above shall also apply to any contract extension but with the appropriate year used in place of 2011.

(continued)

**DELIVERY SCHEDULE:**

In accordance with Clause 39 of the General Specifications, the contracts issued are extended to Political Subdivisions and others authorized by law as well as State agencies. The delivery Schedule for can be found on the Office of General Services, Procurement Services Group web site at:

<http://www.ogs.ny.gov/purchase/spg/awards/01800DS00.HTM>

It is provided as a guide to indicate proposed delivery points and estimated annual requirements. Contractors are obligated to deliver under this contract to any State agency which places a purchase order under contract, whether or not such delivery location is identified in the delivery schedules.

Any political subdivision or other non-state entity which has not filed a requirement with the Procurement Services Group as of the date of the bid opening are eligible to receive deliveries at contractor's option only, upon placement of valid purchase order to the contractor's address as indicated in this award.

Contractors will be advised regarding political subdivisions or other non-State entities which have filed on a timely basis but do not appear on the delivery schedule.

**DELIVERY:**

For locations having a minimum storage capacity of 50% of their filed requirement, completed delivery, at the latest, is required as follows:

<u>Orders Placed</u>	<u>600 Tons or Less</u>	<u>601 - 800 Tons</u>	<u>801 -1000 Tons</u>	<u>Over 1000 Tons</u>
Monday	Thursday	Friday	Monday	200 Tons/Day/Location
Tuesday	Friday	Monday	Tuesday	200 Tons/Day/Location
Wednesday	Monday	Tuesday	Wednesday	200 Tons/Day/Location
Thursday	Tuesday	Wednesday	Thursday	200 Tons/Day/Location
Friday	Wednesday	Thursday	Friday	200 Tons/Day/Location

Contractor will be required to deliver a minimum of 200 tons per day after the initial 600 ton delivery. Contract users will be advised not to place orders that exceed their maximum storage capacity. Multiple orders placed for the same delivery site will be viewed as a single order still subject to the overall 200 tons per day minimum delivery.

For example, an order of 1,400 tons placed on Monday will be delivered as follows (or sooner):

<u>Order Placed</u>	<u>Thursday Delivery</u>	<u>Friday Delivery</u>	<u>Monday Delivery</u>	<u>Tuesday Delivery</u>	<u>Wednesday Delivery</u>
Monday	600 tons	200 tons	200 tons	200 tons	200 tons

Orders must be placed before 2 p.m. If an order is placed after 2 p.m., it counts as being placed the next day.

If a scheduled delivery occurs on a holiday, the next weekday will be the delivery date.

For locations having less than 50% of their filed requirement, completed delivery, at the latest, is required within five (5) days after receipt of order exclusive of Saturday or Sunday.

The guaranteed delivery in number of calendar day(s) required to make delivery after receipt of a written or verbal purchase order shall be applicable and the contractor is obligated to honor same through May 31 of each year. However, from June 1 through August 31 of each year, delivery shall be at the option and discretion of the contractor.

(continued)

DELIVERY: (Cont'd)

Although contractors are expected to make every effort to meet these delivery rates, some allowances may be made for extreme road and/or weather conditions (i.e., road closures which severely restrict truck traffic).

Allowances must be approved by the Office of General Services, Procurement Services Group whose decision will be final.

Delivery will be allowed during the weekend only if the contractor and the ordering agency mutually agree. No additional remuneration will be made for a Saturday or Sunday delivery.

Delivery shall be made in accordance with instructions on Purchase Order from each agency and delivery instructions/conditions as shown in the referenced Delivery Schedule. Contractors should carefully review the delivery schedule and make note of these requirements. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Delivery trucks shall be inspected (and cleaned if necessary) prior to loading to prevent contamination of salt loads by residual materials found in the truck bodies. Any loads found to be contaminated may be subject to rejection with all related cleanup and/or replacement costs to be borne by the supplier.

(continued)

SALT (Road)  
 (Minimum Truckload - see page12 for truckload size)  
 (BULK DELIVERY)

**WHEN PLACING ORDERS OR PROCESSING FOR PAYMENT, PLEASE INDICATE THE CONTRACT NUMBER (PC#) LISTED ON PAGE 2 ON ALL DOCUMENTS.**

<b>COUNTY</b>	<b>2011-2012 FILED REQUIREMENT DELIVERED BULK (TONS)</b>	<b>2011-2012 PRICE PER TON (BULK)</b>	<b>CONTRACTOR</b>
ALBANY	74,925	\$48.80	International Salt
ALLEGANY	38,180	\$43.44	American Rock
BRONX, KINGS, NEW YORK, QUEENS, RICHMOND	101,067	\$59.97	Atlantic Salt
BROOME	74,010	\$40.81	Cargill Deicing
CATTARAUGUS	65,390	\$41.53	American Rock
CAYUGA & SENECA	50,785	\$37.97	Cargill Deicing
CHAUTAUQUA	84,475	\$49.61	American Rock
CHEMUNG & TIOGA	52,420	\$40.00	Cargill Deicing
CHENANGO	38,940	\$45.55	Cargill Deicing
CLINTON	28,535	\$59.34	Morton Salt
COLUMBIA	39,677	\$52.17	International Salt
CORTLAND & TOMPKINS	71,137	\$37.98	Cargill Deicing
DELAWARE	55,508	\$53.04	Cargill Deicing
DUTCHESS	87,455	\$55.74	Cargill Deicing
ERIE	151,982	\$40.01	American Rock
ESSEX	22,960	\$69.50	American Rock
FRANKLIN	30,905	\$60.33	Morton Salt
FULTON & MONTGOMERY	45,662	\$51.39	Cargill Deicing
GENESEE & ORLEANS	32,814	\$40.76	American Rock
GREENE	24,562	\$52.62	International Salt
HAMILTON	18,610	\$64.16	Cargill Deicing
HERKIMER	36,804	\$46.56	Cargill Deicing
JEFFERSON	70,970	\$56.56	American Rock
LEWIS	23,365	\$59.03	American Rock
LIVINGSTON & WYOMING	28,757	\$41.27	American Rock

(continued)

SALT (Road)  
 (Minimum Truckload - see **page 12** for truckload size)  
 (BULK DELIVERY)

**WHEN PLACING ORDERS OR PROCESSING FOR PAYMENT, PLEASE INDICATE THE CONTRACT NUMBER (PC#) LISTED ON PAGE 2 ON ALL DOCUMENTS.**

<b>COUNTY</b>	<b>2011-2012 FILED REQUIREMENT DELIVERED BULK (TONS)</b>	<b>2011-2012 PRICE PER TON (BULK)</b>	<b>CONTRACTOR</b>
MADISON	33,065	\$47.28	Cargill Deicing
MONROE	163,122	\$43.13	American Rock
NASSAU*	53,692	\$53.00	Atlantic Salt
NIAGARA	77,431	\$42.98	American Rock
ONEIDA	90,013	\$44.98	Cargill Deicing
ONONDAGA	66,663	\$41.23	Cargill Deicing
ONTARIO	80,785	\$36.37	American Rock
ORANGE	115,955	\$55.26	Cargill Deicing
OSWEGO	21,190	\$46.79	American Rock
OTSEGO	56,603	\$48.81	Cargill Deicing
PUTNAM	38,900	\$62.32	International Salt
RENSSELAER	52,360	\$49.55	International Salt
ROCKLAND	42,917	\$59.90	Atlantic Salt
SARATOGA	21,776	\$53.02	Cargill Deicing
SCHENECTADY	42,505	\$50.32	Cargill Deicing
SCHOHARIE	28,500	\$53.89	Cargill Deicing
SCHUYLER & YATES	20,450	\$37.98	Cargill Deicing
ST. LAWRENCE	32,237	\$53.12	Cargill Deicing
STEUBEN	59,381	\$37.99	American Rock
SUFFOLK*	122,541	\$57.00	Atlantic Salt
SULLIVAN	58,430	\$55.02	Cargill Deicing
ULSTER	44,549	\$58.29	International Salt
WARREN	41,235	\$59.87	American Rock
WASHINGTON	34,186	\$58.23	International Salt
WAYNE	52,100	\$41.56	Cargill Deicing
WESTCHESTER*	135,293	\$53.00	Atlantic Salt

\*Customers in Nassau, Suffolk and Westchester will be receiving either rock salt or solar salt over the course of the contract. The rock and solar salt will NOT be mixed in a truckload. It is possible you could receive loads of both types. Customers in these counties are required to take a minimum of 50% of their filed requirement.

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**PERSON/PERSONS TO CONTACT FOR EXPEDITING NEW YORK STATE CONTRACT ORDERS:**

<b><u>Company</u></b>	<b><u>Name</u></b>	<b><u>Phone Numbers</u></b>
American Rock Salt PO Box 190 5520 Rt. 63 Mt. Morris, NY 14510	Marcia Gavin	888/762-7258 585/243-9510, Ext. 1407 Fax: 585/243-7676 E-mail: marcia.gavin@americanrocksalt.com Hours: Monday-Friday – 7:30am to 4:00pm Saturday & Sunday when needed
Atlantic Salt, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	Thomas Sullivan	978/453-4911 Fax: 978/251-8244 E-mail: TSullivan@easternminerals.com Hours: Monday-Friday – 8:00am to 5:00pm
Cargill Inc. Deicing Technology, Business Unit 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	Customer Service	800/600-7258 Fax: 440/716-0763 E-mail: monica_petkac@cargill.com Hours: April 1 – October 31 Monday-Friday – 6:00am to 4:30pm  November 1 – March 31 Monday-Friday – 4:00am to 9:30pm Weekends & Holidays as needed
International Salt Company 655 Northern Blvd. Clarks Summit, PA 18411	Betsy Davis or Any Customer Service Representative	888/388-4726 and press option 1 Fax: 570/586-6463 E-mail: bids@iscosalt.com Hours: Monday-Friday – 8:00am to 5:00pm
Morton Salt Inc. 123 North Wacker Drive Chicago, IL 60606-1743	Customer Service	888/800-8905 440/639-4200 Fax: 312/807-2669 E-mail: bids@mortonsalt.com Hours: Monday-Friday – 7:00am to 4:00pm

**\*PERSON/PERSONS TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURRING AFTER BUSINESS HOURS OR ON WEEKENDS/HOLIDAYS:**

<b><u>Company</u></b>	<b><u>Name</u></b>	<b><u>Phone Numbers</u></b>
American Rock Salt	Jamie McClain	888/762-7258 585/243-9510, Ext. 1403 Fax: 585/243-7676 Cellular : 585/519-5247 E-mail: jamie.mcclain@americanrocksalt.com
Atlantic Salt, Inc.	Diana Banjany	718/816-7200 Fax: 718/981-8420 E-mail: saltladi333@aol.com

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**\*PERSON/PERSONS TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURRING AFTER BUSINESS HOURS OR ON WEEKENDS/HOLIDAYS:**

Cargill Inc. Deicing Technology	Customer Service	800/600-7258* Fax: 440/716-0763 *After-hours calls will be given an option to leave a message or be forwarded to an after-hour cell phone
International Salt Company	Customer Service	888/388-4726 and press option 1 E-mail: bids@iscosalt.com In emergencies after-hours or on weekends someone from the answering service will contact the person who is on call and they will call back immediately
Morton Salt Inc.	Eugene Ruffin	216/481-9215 Fax: 312/807-2669 E-mail: bids@mortonsalt.com

**MINIMUM/MAXIMUM OBLIGATIONS:**

State agencies and political subdivisions are obligated to take 70% minimum of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for rock salt and solar salt. However, customers with multiple delivery sites (e.g., NYSDOT and County Highways) shall have their minimum/maximum delivery quantities based on the sum of all their sites serviced by a supplier.

When the end user is not able to take the minimum required amount, the salt contractor will store salt for the end user until December 31 of that calendar year (i.e., user did not take minimum by 8/31/12 – contractor will store through 12/31/12).

**CONTRACTOR STORAGE CHARGES:**

American Rock Salt	\$3.60 per ton
Atlantic Salt Inc.	\$3.50 per ton
Cargill Deicing	\$3.50 per ton
International Salt	\$3.60 per ton
Morton Salt Inc.	\$3.60 per ton

**CONTRACTOR TRUCKLOAD DELIVERIES:**

American Rock Salt	30-35 tons
Atlantic Salt Inc.	22-35 tons
Cargill Deicing	22-37 tons
International Salt -	25 tons
Morton Salt Inc.	20-22 tons

(continued)

**LIQUIDATED DAMAGES:**

During the period November 1 through April 1 deliveries that do not meet the daily delivery tonnage requirements and/or the established order completions period specified, shall be considered cause for interruption of the proper implementation of the State's winter roadway safety. Office of General Services, Procurement Services Group and the awarded contractor, therefore, presume that in the event of any such delay, the amount of damage that is sustained from a delay in daily delivery tonnage requirements and/or the established order completions period specified, is \$100.00 per business day per purchase order, and they agree that in the event of any such delay, the awarded contractor shall pay such amount as liquidated damages.

The following options may be used for deducting amounts due to the contract user as liquidated damages:

1. May deduct such from any money payable to the awarded contractor or
2. May bill the awarded contractor as a separate item.

Liquidated Damages may be placed on the contractor by the end user only after consultation with the contractor and the Office of General Services, Procurement Services Group. Claims for liquidated damages must be requested with thirty (30) days of event.

Other price deductions may be applied in conjunction with liquidated damages.

**BUY AGAINST:**

Contractors must supply in accordance with instructions on purchase orders and within the required delivery time. In the event of the contractor's failure to so deliver, purchases will be made from the Emergency Standby Contract to be established by the Procurement Services Group. Purchases made under the Emergency Standby Contract will result in chargeback to the awarded contractor in this Invitation for Bids who fail to comply with delivery terms. In those instances where the Emergency Standby contract does not provide coverage for the customer, purchases in the open market will be made of the undelivered quantity. In either instance, the **customer must obtain authorization** from the Office of General Services, Procurement Services Group **prior** to making an emergency standby purchase or a purchase in the open market.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish monthly reports containing monthly sales for both state agency and authorized non-state agency contract purchases.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels (if applicable), where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel (if applicable). The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>County</u>	<u>Agency/ Location Name</u>	<u>Agency/Location Address</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to <u>Authorized</u> Non-State Agencies</u>	<u>Total Sales \$ State Agencies</u>	<u>Total Sales \$ Authorized Non-State Agencies</u>
						\$
				Grand Total Sales State and Non-State Agencies		\$

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**REPORT OF CONTRACT PURCHASES: (Cont'd)**

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

In addition, New York State reserves the right and Bidder agrees that, upon written request, Bidder shall provide additional detailed reports including, but not limited to, transportation and Product costs.

**PURCHASE ORDERS:**

Purchase orders submitted to the contractor shall contain specific information concerning date and point of delivery.

All available storage areas should be utilized, and be replenished as often as necessary to ensure that the most complete inventory possible is maintained at all times.

**WEIGHT TICKETS:**

All shipments of bulk salt shall be accompanied by a weight ticket of a licensed weighmaster indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. The certification must bear the weighmaster's signature; weights shall be recorded from a scale equipped with a weight printing device. Handwritten weights are not acceptable.

**OPTIONAL DELAYED BILLING PROGRAM:**

Contractor, at its option, may participate in a delayed billing program for the benefit of political subdivisions for orders delivered during September, October, and November 2011. Payment would not be required until January 2012. This program would be available to encourage fall season filling of stockpiles and storage sheds and accommodate the budget process of the political subdivisions. This program would be coordinated directly by the end user with the particular contractor. Contractor may also delay crediting/debiting fuel price adjustments until the end of the contract with the concurrence of the end users. Contractor must advise end users how they intend to process invoices upon receipt of first purchase order for salt. No changes to agreed upon processing methodology may be made during the contract period.

**NOTE TO ALL NON-STATE AGENCIES AND CONTRACTORS:**

All such participating non-State agencies and Contractors understand, acknowledge and agree that the primary responsibility in regard to performance of the contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating non-State agencies and contractors and not by the State. In the event of a failure or breach in performance of any such contract by a non-State agency or contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating non-State agencies and contractors guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State centralized contract.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion 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.

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**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

NOTE: For any renewal, the State may elect to exercise the option to renew the contractor’s entire contract OR certain counties of the contract. For any renewal, prices may be increased or decreased in accordance with the “PRICE ADJUSTMENT CLAUSE FOR RENEWALS”.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

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DETAILED SPECIFICATIONS

**1. ROAD SALT, (CRUSHED & SOLAR) TYPE A**

**SCOPE:**

It is the intent of this specification to describe sodium chloride (ASTM D632 Type 1, Grade 1) crushed rock salt and/or solar salt, to be used for removal of ice and snow.

**1.1 CHEMICAL COMPOSITION:**

Shall be not less than 95% sodium chloride. Percent of sodium chloride shall be determined in accordance with current ASTM D632.

**1.2 SIZE GRADING - ROCK SALT:**

The salt, when tested in accordance with ASTM D632 (\*1) shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing (*2)</u>
1/2" - (12.5 MM)	100
3/8" - ( 9.5 MM)	95 - 100
No. 4 - ( 4.75 MM)	20 - 90
No. 8 - ( 2.36 MM)	10 - 60
No. 30 - (600 MICRONS)	0 - 15

(\*1) A drying temperature of 110°C ± 5°C may be used.  
(\*2) Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

**1.2.1 SIZE GRADING - SOLAR SALT:**

The solar salt, when tested in accordance with ASTM D632 (\*1) shall conform to the following size for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing (*2)</u>
3/4" - (19.05 MM)	100
1/2" - (12.5 MM)	99-100
3/8" - ( 9.5 MM)	95-100
1/4" - (6.35 MM)	65-90
No. 4 - ( 4.75 MM)	20-80
No. 8 - ( 2.36 MM)	10-30
No. 30 - (600 MICRONS)	0-15

(\*1) A drying temperature of 110°C ± 5°C may be used.  
(\*2) Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

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DETAILED SPECIFICATIONS (Cont'd)

**1.3 MOISTURE CONTENT (CRUSHED ROCK SALT):**

Moisture content upon delivery shall not exceed 1-1/2%\* when determined as follows:

$$\% \text{ Moisture} = \frac{(W^1 - W^2)}{(W^1)} \times 100$$

W<sup>1</sup> = initial weight of sample

W<sup>2</sup> = weight of sample after drying to a constant weight at 110°±5°C.

\* Procedure shall be in accordance with American Water Works Association B200-88, Sec. 4.3. A tolerance of 0.5% will be allowed before a deduction is assessed.

**1.3A MOISTURE CONTENT (SOLAR SALT):**

Moisture content upon delivery shall not exceed 2.5%\* when determined as follows:

$$\% \text{ Moisture} = \frac{(W^1 - W^2)}{(W^1)} \times 100$$

W<sup>1</sup> = initial weight of sample

W<sup>2</sup> = weight of sample after drying to a constant weight at 110°±5°C.

\* Procedure shall be in accordance with American Water Works Association B200-88, Sec. 4.3. A tolerance of 0.5% will be allowed before a deduction is assessed.

**1.4 INHIBITOR TREATMENT:**

Salt shall be treated with an anticaking conditioner. The quantity of inhibitor used shall be in the range of 0.1 to 0.2 lbs/ton. Potential contractors shall supply with their bid a description of the inhibitor treatment used, quantity of inhibitor used per ton of salt, method of determining the presence of the treatment and information relative to the solubility and photodecomposition of the treating agent. Potential harm to the ecology caused by inhibitor treatment may be cause for rejection of a bid.

Salt delivered in a lumpy condition which requires reprocessing in order to make it usable shall be cause for rejection of the entire delivery, with a replacement delivery to be made at no additional charge to the agency or political subdivision.

If, because of emergency conditions, it is necessary to accept and reprocess the Salt for use, all costs will be charged to the contractor.

**1.5 SAMPLING:**

Sampling shall be done in accordance with current ASTM D632. The Office of General Services, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point or from shipments at the point of destination.

The right is also reserved to consider truckloads of salt delivered by the contractor to any one agency on a single day to be a single delivery. Price deductions imposed because of deviation from specifications may be imposed on the total day's delivery.

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DETAILED SPECIFICATIONS (Cont'd)

**1.6 DELIVERY:**

Road salt shall be shipped bulk delivery in the time frame specified in the Delivery section.

All shipments of salt shall be totally covered with a waterproof tarpaulin or similar sheeting material. Torn or ripped coverings may be cause for rejection of shipment. Also, evidence of free flowing water/brine in particular shipments may be cause for rejection.

**1.6 A CONTAMINATION:**

Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt. Salt shall be received in a free-flowing and usable condition.

**1.7 ACCEPTANCE:**

The salt may be rejected if it fails to conform to any of the requirements of this specification.

**1.8 PRICE DEDUCTIONS:**

**1.8.1 Moisture - ROCK SALT:**

If, after delivery the moisture content is found to be above 2.0% , a price deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced price per ton} = \text{delivered contract price per ton} \times (1.02 - 2X)$$

where X = moisture content of the sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%).

**1.8.1A Moisture - SOLAR SALT:**

If, after delivery the moisture content is found to be above 2.5%, a price deduction for moisture content will be made from the delivered bid price base based on the following formula:

$$\text{Reduced price per ton} = \text{delivered contract price per ton} \times (1.03 - 2X)$$

where X = moisture content of the sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%).

Solar salt with a moisture content higher than 3% may be rejected.

**1.8.2 Gradation: (Particle Size Distribution)**

If, after delivery, the gradation of the Salt is found to be out of tolerance a deduction from the price shall be made based on the following formula:

$$\text{Reduced price per ton} = \text{delivered contract price} \times (1.00 - X)$$

X = the decimal equivalent of the total % out of gradation less the tolerance. The % out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as X.

**1.8.3 General:**

No price deduction is to be assessed unless the proper analysis and test procedures are followed.

If the contractor consistently delivers salt found to be above 2% moisture content for rock salt or 2.5% moisture content for solar salt or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

**1.8 PRICE DEDUCTIONS: (Cont'd)**

**1.8.4 Contamination:**

If the end user accepts contaminated salt as defined in Section 1.6A for operational reasons, a 10% price deduction may be placed on the contractor by the end user after consultation with the contractor and Office of General Services, Procurement Services Group.

**1.8.5 Delivery:**

If, delivery is not in the timeframe specified in the Delivery Section, a price deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost incurred include, but are not limited to the following:

- Increased personnel costs due to demurrage
- Increased costs incurred for treatment of salt on hand to extend usage
- Costs for clean-up after required application of a “treated” salt product (i.e. salt mixed with sand)

AGENCIES WILL SUBMIT TO OGS SUPPORTING DOCUMENTATION FOR DELIVERY PRICE DEDUCTION. THE OFFICE OF GENERAL SERVICES, PROCUREMENT SERVICES GROUP WILL REVIEW AND WILL HAVE FINAL APPROVAL AS TO DELIVERY DEDUCTION APPLIED.

**1.9 CALCULATIONS:**

Calculations performed relative to this specification shall be made using the rounding off method of “ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values”.

(continued)

**State of New York**  
**Office of General Services**  
**PROCUREMENT SERVICES GROUP**  
**Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*

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