

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

Title	:	Group 32100 - SNOW/ICE CONTROL AGENTS (All State Agencies and Political subdivisions) Classification Code(s): 12
Award Number	:	22304-SW (Replaces Award 22037)
Contract Period	:	January 23, 2012 through October 31, 2012
Bid Opening Date	:	June 1, 2011
Date of Issue	:	January 23, 2012
Specification Reference	:	As Incorporated In The Invitation For Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Joseph Hodder Title : Team Leader Phone : 518-474-3668 Fax : 518-474-8676 E-mail : joseph.hodder@ogs.ny.gov	Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

Snow/Ice Control Agents include liquid calcium chloride, liquid magnesium chloride with corrosion inhibitor, liquid magnesium chloride with organic based performance enhancer, and granular sodium chloride (rock salt) treated with corrosion inhibited liquid magnesium chloride (Type 1 or Type 2).

PR #22304

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FEIN/ NYS VENDOR #</u>
PC65678	PLACE ORDERS W/CARGILL: CARGILL INCORPORATED DBA CARGILL INC. DEICING TECHNOLOGY 24950 Country Club Boulevard Suite 450 North Olmsted, OH 44070 REMIT PAYMENT TO CARGILL: CARGILL INCORPORATED D/B/A CARGILL INC. DEICING TECHNOLOGY BUSINESS UNIT P.O. Box 415927 Boston, MA 02241-5927	800/600-7258 Customer Service Fax: 440/716-0763 E-mail: monica_petkac@cargill.com Web Site: www.cargilldeicing.com	410177680 1000048669
PC65679	GORMAN BROS., INC. 200 Church Street Albany, NY 12202	518/462-5401 Edward A. House Fax: 518/462-1296 E-mail: ehous@gormanroads.com Web Site: www.gormanroads.com	140704840 1000013676
PC65680	INNOVATIVE MUNICIPAL PRODUCTS (US) INC. 454 River Road Glenmont, NY 12158	800/257-5808 518/729-4319 Greg Baun Fax: 518/729-5181 E-mail: bids@innovativecompany.com Web Site: www.innovativecompany.com	510375765 1000009401
PC65682	PECKHAM MATERIALS CORP. 2 Union Street Extension Athens, NY 12015	518/945-1120 ext. 16 Joseph Wildermuth Fax: 518/945-1298 E-mail: jwild@peckham.com Web Site: www.peckham.com	141470013 1000006732
PC65683 SB	SWP ENTERPRISES LLC 11399 State Route 21 Wayland, NY 14572	John L. Hooker 585/728-3770 Fax No.: 585/728-9901 E-mail: jhooker@swpenterprises.com Web Site: www.swpenterprises.com	161605664 1000008463

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.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

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).

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 Invitation for Bids or through the OGS website (www.ogs.ny.gov).

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, by e-mail at 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.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

SCOPE (ABSTRACT):

This contract is to provide Liquid Calcium Chloride, Liquid Magnesium Chloride corrosion inhibited, Liquid Magnesium Chloride with organic based performance enhancer and treated road salt in bulk to various locations throughout the State. State and eligible non-state agencies may participate.

The stated prices may be reduced by use of the Quick Quote Form. Price(s) may also be reduced by the vendor offering lower pricing which would then be addressed in a supplemental award or a purchasing memorandum.

PRICE - LOTS I, II, and III:

Price includes all customs duties and charges and is net per gallon F.O.B. destination any point in New York State as designated by the ordering agency within the respective zone.

Salt is treated with Liquid Magnesium Chloride Corrosion Inhibited or Liquid Magnesium Chloride w/OBPE (Organic Based Performance Enhancer). Type 1 is Magnesium Chloride Corrosion Inhibited; Type 2 is Liquid Magnesium Chloride w/OBPE (Organic Based Performance Enhancer.)

PRICE - LOT IV:

Price includes all customs duties and charges and is net per ton, F.O.B. destination designated by the ordering agency within the respective county.

FUEL PRICE ADJUSTMENT - LOT IV ONLY:

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 treated salt during the contract period. A weekly Purchasing Memorandum will be issued through the OGS Purchaser Notification System and posted to the OGS website.
- Additional amount may be added or deducted 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 or unsuitable, then another source may be selected by NYS OGS Procurement Services.)
- Procurement Services Group will compute the amount based on the difference between the "base" rate in effect on the date of the bid opening and the price of diesel fuel as reported for the New England 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.
- 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 weekly. Adjustments will be rounded to two decimal places to the nearest cent.
- 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	\$4.18
October 3, 2011 posting	\$4.28

$\$4.28 - \$4.18 = \$0.10 =$ Additional amount allowed to be added to price per ton.

EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:

Published rate on date of bid opening	\$4.18
October 3, 2011 posting	\$4.08

$\$4.18 - \$4.08 = \$0.10 =$ Amount allowed to be deducted from price per ton.

- The price adjustments will be calculated using the current week's posting for the following week. In the example shown above, the posting date is October 3, 2011. The October 3, 2011 adjustment would be for the week beginning October 10, 2011.

FUEL PRICE ADJUSTMENT - LOT IV ONLY: (Cont'd.)

Additional Notes on Fuel Price Adjustment:

Should postings differ from current description and/or format, a posting determined by the Commissioner of the Office 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 the Office of General Services, and no adjustment in price is mutually agreeable, the Commissioner of the Office 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 one year after this bid opening 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.

PRICE REDUCTIONS:

Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agencies use of the "Quick Quote" procedure (below).

PRICE ADJUSTMENT FOR RENEWALS:

Price Adjustments for renewals shall be negotiated and mutually agreed upon by the Procurement Services Group and the Contractors. 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.

Although each contractor's review will be independent, the percentage increase or the monetary increase (or combination of a percentage and monetary increase) granted on a renewal shall be the same for all contractors in a LOT.

QUICK QUOTE/PRICE CALCULATION:

During the course of the award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract price for various reasons, i.e., excess supply, slow business etc. Each quick quote situation is unique and the price is firm for that particular project only.

The use of the quick quote format is optional. Agencies may simply use the contract prices to fill out the price calculation worksheet to determine who has the lowest price. A "QUICK QUOTE/PRICE CALCULATION WORKSHEET" is provided on the following page.

If an agency wishes to try to obtain better pricing they must send a quick quote form to the contractors within their zone/county. If bid security is an issue, the agency can require bids to be sealed and opened publicly.

Agencies are to accept the lowest bid meeting their specific need. There are no negotiations permitted following this "Quick Quote" bid and prices cannot be changed once offered. Failure to adhere to all quick quote procedures may cause any non-state agency to lose the privilege of using State contracts. If for some reason the lowest bid is not taken, the agency must prepare detailed documentation explaining the action taken (i.e., the low contractor could not provide the product in the time frame required). This explanation along with the worksheets must be made a part of the record. State Agencies are required to send copies of all worksheets along with the purchase order to the Office of the State Comptroller.

Contractors are not required to lower prices when they receive a quick quote. They may quote their contract price. However, at no time, may a price be quoted that is higher than their contract price. Any awarded price can be lowered by the contractor during the quick quote process.

QUICK QUOTE/PRICE CALCULATION WORKSHEET

(see “QUICK QUOTE/PRICE CALCULATION” clause on previous page for explanation)

SNOW/ICE CONTROL AGENTS

SECTION A

Agency _____ Date _____

LOT # _____ Zone or County _____

Delivery Location _____

Option Required: _____

Estimated Total Quantity Required: _____ GALLONS/TONS

Required Delivery Date _____

SECTION B

Company Name _____

Location _____

Telephone _____

PRICE FOR OPTION AS INDICATED IN SECTION A: _____ GALLONS/TONS

Can Contractor Supply YES _____ NO _____

Can Contractor meet Schedule? YES _____ NO _____

NUMBER OF FREE DROPS AS INDICATED IN SECTION A: _____

ADDITIONAL CHARGE PER DROP AS SHOWN IN SECTION A: _____

CONTRACTOR SIGNATURE _____

SECTION C

Agency Comments* _____

*Explain under “Agency Comments” any rejection of lowest price.

ZONES:

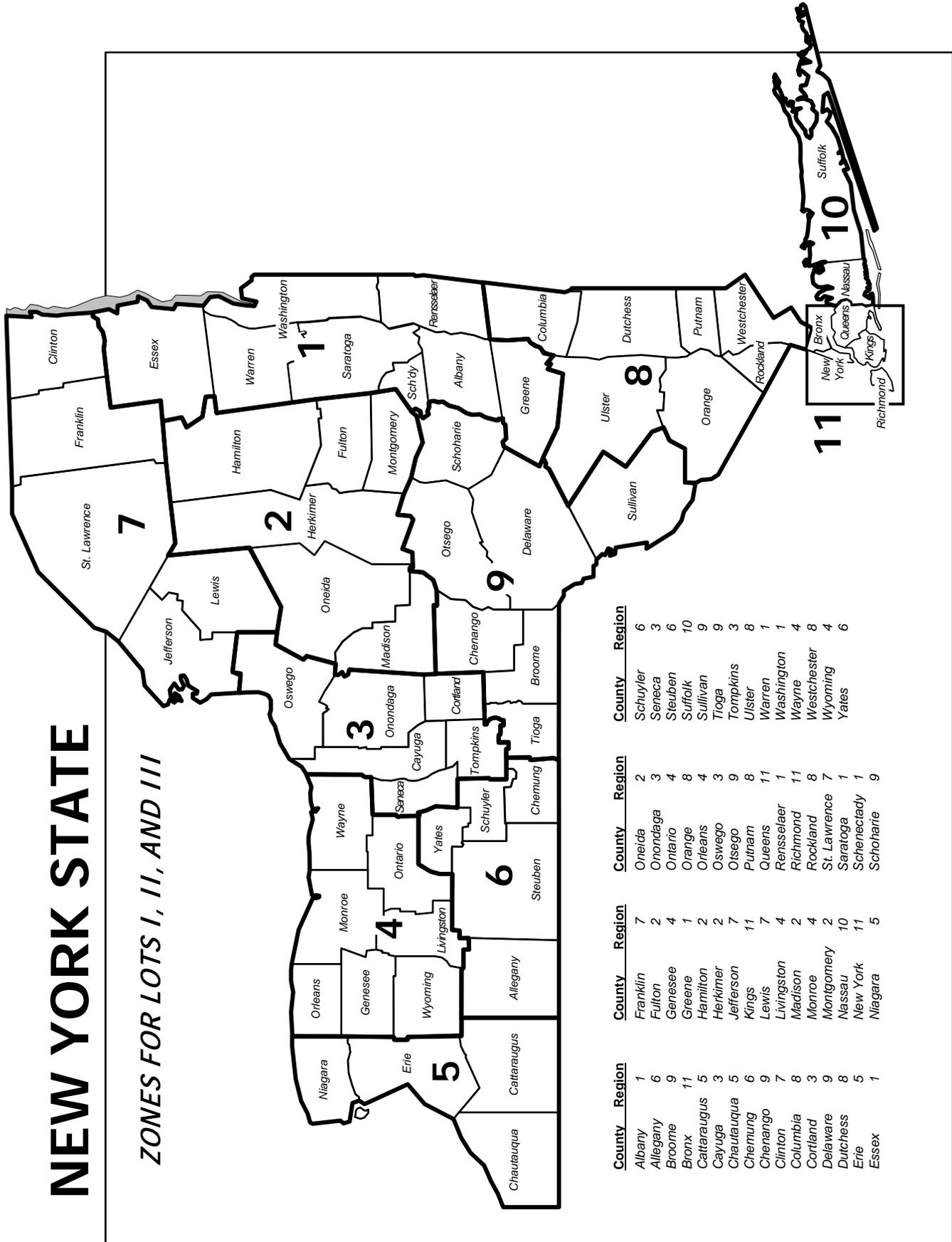
Zones for Lots I-III are grouped by Counties as indicated below:

1	2	3	4	5	6
Albany Essex Greene Rensselaer Saratoga Schenectady Warren Washington	Futon Hamilton Herkimer Madison Montgomery Oneida	Cayuga Cortland Onondaga Oswego Seneca Tompkins	Genesee Livingston Monroe Ontario Orleans Wayne Wyoming	Cattaraugus Chautauqua Erie Niagara	Allegany Chemung Schuyler Steuben Yates

7	8	9	10	11
Clinton Franklin Jefferson Lewis St. Lawrence	Columbia Dutchess Orange Putnam Rockland Ulster Westchester	Broome Chenango Delaware Otsego Schoharie Sullivan Tioga	Nassau Suffolk	Bronx Kings Queens New York Richmond

NEW YORK STATE

ZONES FOR LOTS I, II, AND III



County	Region	County	Region	County	Region	County	Region
Albany	1	Franklin	7	Oneida	2	Schuyler	6
Allegany	6	Fulton	2	Onondaga	3	Seneca	3
Broome	9	Genesee	4	Ontario	4	Steuben	6
Bronx	11	Greene	1	Orange	8	Suffolk	10
Cattaraugus	5	Hamilton	2	Orleans	4	Sullivan	9
Cayuga	3	Herkimer	2	Oswego	3	Tioga	9
Chautauqua	5	Jefferson	7	Osage	9	Tompkins	3
Chemung	6	Kings	11	Putnam	8	Ulster	8
Chenango	9	Lewis	7	Queens	11	Warren	1
Clinton	7	Livingston	4	Rensselaer	1	Washington	1
Columbia	8	Madison	2	Richmond	11	Wayne	4
Cortland	3	Monroe	4	Rockland	8	Westchester	4
Delaware	9	Montgomery	2	St. Lawrence	7	Wyoming	4
Dutchess	8	Nassau	10	Saratoga	1	Yates	6
Erie	5	New York	11	Schenectady	1		
Essex	1	Niagara	5	Schoharie	9		

LOT I - CALCIUM CHLORIDE CORROSION INHIBITED - OPTION 1 - DELIVERED

CONTRACTOR	ZONE	PRICE/ GAL 4,000 GAL	PRICE/ GAL 2,000 GAL	PRODUCT NAME	DYE/COLOR
Gorman Bros. - 30103/30203	1	\$1.100	\$1.210	Liquidow w/Boost	Brown
Innovative Municipal Products	1	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	1	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Gorman Bros. - 30201/30203	2	\$1.130	\$1.230	Liquidow w/Boost	Brown
Innovative Municipal Products	2	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	2	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Gorman Bros. - 30201	3	\$1.150	\$1.290	Liquidow w/Boost	Brown
Innovative Municipal Products	3	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	3	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Innovative Municipal Products	4	AP-P	AP-P	White Lightning 30 I	Brown
Innovative Municipal Products	5	AP-P	AP-P	White Lightning 30 I	Brown
Innovative Municipal Products	6	AP-P	AP-P	White Lightning 30 I	Brown
Gorman Bros - 30103/30201	7	\$1.150	\$1.260	Liquidow w/Boost	Brown
Innovative Municipal Products	7	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	7	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Gorman Bros. - 30103	8	\$1.140	\$1.290	Liquidow w/Boost	Brown
Innovative Municipal Products	8	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	8	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Gorman Bros. - 30203	9	\$1.120	\$1.250	Liquidow w/Boost	Brown
Innovative Municipal Products	9	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	9	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Innovative Municipal Products	10	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	10	AP-P	AP-P	Calcium Chloride w/Boost	Brown
Innovative Municipal Products	11	AP-P	AP-P	White Lightning 30 I	Brown
Peckham Materials	11	AP-P	AP-P	Calcium Chloride w/Boost	Brown

AP-P = Award Pending - Product (see page 20)

END OF LOT I

LOT II - LIQUID MAGNESIUM CHLORIDE CORROSION INHIBITED - OPTION 1 - DELIVERED

CONTRACTOR	ZONE	PRICE/ GAL 4,000 GAL	PRICE/ GAL 2,000 GAL	PRODUCT NAME	DYE/COLOR
Innovative Municipal Products	1	\$0.730	\$0.880	Meltdown 26%	Clear
Innovative Municipal Products	1	\$0.750	\$0.910	Meltdown 30%	Clear
Innovative Municipal Products	1	\$0.930	\$1.050	Caliber M1000	Clear
SWP Enterprises	1	\$0.980	NB	SWP Plus 30	Clear or Blue
Innovative Municipal Products	2	\$0.700	\$0.880	Meltdown 26%	Clear
Innovative Municipal Products	2	\$0.720	\$0.950	Meltdown 30%	Clear
Innovative Municipal Products	2	\$0.930	\$1.080	Caliber M1000	Clear
SWP Enterprises	2	\$0.970	NB	SWP Plus 30	Clear or Blue
Innovative Municipal Products	3	\$0.690	\$0.910	Meltdown 26%	Clear
Innovative Municipal Products	3	\$0.710	\$0.940	Meltdown 30%	Clear
Innovative Municipal Products	3	\$0.920	\$1.160	Caliber M1000	Clear
SWP Enterprises	3	\$0.890	\$1.030	SWP Plus 30	Clear or Blue
Innovative Municipal Products	4	\$0.690	\$0.830	Meltdown 26%	Clear
Innovative Municipal Products	4	\$0.710	\$0.850	Meltdown 30%	Clear
Innovative Municipal Products	4	\$0.950	\$1.110	Caliber M1000	Clear
SWP Enterprises	4	\$0.850	\$0.990	SWP Plus 30	Clear or Blue
Innovative Municipal Products	5	\$0.710	\$0.800	Meltdown 26%	Clear
Innovative Municipal Products	5	\$0.730	\$0.820	Meltdown 30%	Clear
Innovative Municipal Products	5	\$0.950	\$1.070	Caliber M1000	Clear
SWP Enterprises	5	\$0.870	\$0.990	SWP Plus 30	Clear or Blue
Innovative Municipal Products	6	\$0.660	\$0.850	Meltdown 26%	Clear
Innovative Municipal Products	6	\$0.680	\$0.870	Meltdown 30%	Clear
Innovative Municipal Products	6	\$1.000	AP-\$	Caliber M1000	Clear
SWP Enterprises	6	\$0.810	\$0.890	SWP Plus 30	Clear or Blue

AP-\$ = Award Pending - Price (see page 20)

NB = No Bid

LOT II - LIQUID MAGNESIUM CHLORIDE CORROSION INHIBITED - OPTION 1 - DELIVERED (Cont'd)

CONTRACTOR	ZONE	PRICE/ GAL 4,000 GAL	PRICE/ GAL 2,000 GAL	PRODUCT NAME	DYE/COLOR
Innovative Municipal Products	7	\$0.770	NA	Meltdown 26%	Clear
Innovative Municipal Products	7	\$0.790	\$1.040	Meltdown 30%	Clear
Innovative Municipal Products	7	\$1.000	\$1.240	Caliber M1000	Clear
SWP Enterprises	7	\$0.990	NB	SWP Plus 30	Clear or Blue
Innovative Municipal Products	8	\$0.800	NA	Meltdown 26%	Clear
Innovative Municipal Products	8	\$0.820	\$1.030	Meltdown 30%	Clear
Innovative Municipal Products	8	\$0.990	\$1.140	Caliber M1000	Clear
SWP Enterprises	8	\$1.010	NB	SWP Plus 30	Clear or Blue
Innovative Municipal Products	9	\$0.720	\$0.870	Meltdown 26%	Clear
Innovative Municipal Products	9	\$0.740	\$0.900	Meltdown 30%	Clear
Innovative Municipal Products	9	\$1.000	\$1.150	Caliber M1000	Clear
SWP Enterprises	9	\$0.990	NB	SWP Plus 30	Clear or Blue
Innovative Municipal Products	10	\$0.920	\$1.210	Meltdown 30%	Clear
Innovative Municipal Products	10	\$1.050	\$1.320	Caliber M1000	Clear
Peckham Materials	10	\$0.900	\$1.110	Meltdown 26%	Clear or Blue
SWP Enterprises	10	\$1.100	NB	SWP Plus 30	Clear or Blue
Innovative Municipal Products	11	\$0.920	\$1.150	Meltdown 30%	Clear
Innovative Municipal Products	11	\$1.050	\$1.260	Caliber M1000	Clear
Peckham Materials	11	\$0.900	\$1.110	Meltdown 26%	Clear or Blue
SWP Enterprises	11	\$1.100	NB	SWP Plus 30	Clear or Blue

NB = No Bid
NA = No Award

END OF LOT II

**LOT III - LIQUID MAGNESIUM CHLORIDE WITH ORGANIC BASED PERFORMANCE ENHANCER (OBPE) -
OPTION 1 - DELIVERED**

CONTRACTOR	ZONE	PRICE/ GAL 4,000 GAL	PRICE/ GAL 2,000 GAL	PRODUCT NAME	DYE/COLOR
Innovative Municipal Products	1	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	1	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	2	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	2	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	3	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	3	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	4	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	4	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	5	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	5	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	6	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	6	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	7	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	7	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	8	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	8	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	9	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	9	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	10	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	10	AP-P	AP-P	Caliber M2000	Blue
Innovative Municipal Products	11	AP-P	AP-P	Ultra Magic	Brown
Innovative Municipal Products	11	AP-P	AP-P	Caliber M2000	Blue

AP-P = Award Pending - Product (see page 20)

END OF LOT III

LOT IV - TREATED SALT - DELIVERED
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Albany	Cargill Inc. Deicing Technology	\$71.280	ClearLane	1	Green
Albany	Innovative Municipal Products	\$77.800	Blue Magic Salt	1	Blue
Albany	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Albany	SWP Enterprises	\$90.730	SWP Treated	1	Blue
Allegany	Cargill Inc. Deicing Technology	\$56.930	ClearLane	1	Green
Allegany	Innovative Municipal Products	\$55.580	Blue Magic Salt	1	Blue
Allegany	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Allegany	SWP Enterprises	\$58.730	SWP Treated	1	Blue
Bronx, Kings, Queens, New York, Richmond	SWP Enterprises	\$102.890	SWP Treated	1	Blue
Broome	Cargill Inc. Deicing Technology	\$56.800	ClearLane	1	Green
Broome	Innovative Municipal Products	\$64.640	Blue Magic Salt	1	Blue
Broome	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Broome	SWP Enterprises	\$71.370	SWP Treated	1	Blue
Cattaraugus	Cargill Inc. Deicing Technology	\$64.810	ClearLane	1	Green
Cattaraugus	Innovative Municipal Products	\$59.730	Blue Magic Salt	1	Blue
Cattaraugus	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Cattaraugus	SWP Enterprises	\$67.450	SWP Treated	1	Blue
Chautauqua	Cargill Inc. Deicing Technology	\$67.000	ClearLane	1	Green
Chautauqua	Innovative Municipal Products	\$64.160	Blue Magic Salt	1	Blue
Chautauqua	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Chautauqua	SWP Enterprises	\$71.820	SWP Treated	1	Blue
Chenango	Cargill Inc. Deicing Technology	\$57.170	ClearLane	1	Green
Chenango	Innovative Municipal Products	\$71.100	Blue Magic Salt	1	Blue
Chenango	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Chenango	SWP Enterprises	\$72.880	SWP Treated	1	Blue
Clinton	Cargill Inc. Deicing Technology	\$89.420	ClearLane	1	Green
Clinton	Innovative Municipal Products	\$93.720	Blue Magic Salt	1	Blue
Clinton	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Clinton	SWP Enterprises	\$98.970	SWP Treated	1	Blue

AP-P = Award Pending - Product (see page 20)

**LOT IV - TREATED SALT - DELIVERED (Cont'd)
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Columbia	Cargill Inc. Deicing Technology	\$78.160	ClearLane	1	Green
Columbia	Innovative Municipal Products	\$83.650	Blue Magic Salt	1	Blue
Columbia	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Columbia	SWP Enterprises	\$88.970	SWP Treated	1	Blue
Delaware	Cargill Inc. Deicing Technology	\$65.200	ClearLane	1	Green
Delaware	Innovative Municipal Products	\$72.350	Blue Magic Salt	1	Blue
Delaware	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Delaware	SWP Enterprises	\$82.730	SWP Treated	1	Blue
Dutchess	Cargill Inc. Deicing Technology	\$85.220	ClearLane	1	Green
Dutchess	Innovative Municipal Products	\$81.840	Blue Magic Salt	1	Blue
Dutchess	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Dutchess	SWP Enterprises	\$84.250	SWP Treated	1	Blue
Erie	Cargill Inc. Deicing Technology	\$68.310	ClearLane	1	Green
Erie	Innovative Municipal Products	\$56.700	Blue Magic Salt	1	Blue
Erie	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Erie	North American Salt	AP-P	Thawrox	2	
Erie	SWP Enterprises	\$71.400	SWP Treated	1	Blue
Essex	Cargill Inc. Deicing Technology	\$90.330	ClearLane	1	Green
Essex	Innovative Municipal Products	\$88.210	Blue Magic Salt	1	Blue
Essex	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Essex	North American Salt	AP-P	Thawrox	2	
Essex	SWP Enterprises	\$91.910	SWP Treated	1	Blue
Franklin	Cargill Inc. Deicing Technology	\$86.070	ClearLane	1	Green
Franklin	Innovative Municipal Products	\$86.810	Blue Magic Salt	1	Blue
Franklin	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Franklin	North American Salt	AP-P	Thawrox	2	
Franklin	SWP Enterprises	\$97.910	SWP Treated	1	Blue
Greene	Cargill Inc. Deicing Technology	\$72.490	ClearLane	1	Green
Greene	Innovative Municipal Products	\$83.070	Blue Magic Salt	1	Blue
Greene	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Greene	SWP Enterprises	\$82.230	SWP Treated	1	Blue

AP-P = Award Pending - Product (see page 20)

**LOT IV - TREATED SALT - DELIVERED (Cont'd)
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Hamilton	Cargill Inc. Deicing Technology	\$78.360	ClearLane	1	Green
Hamilton	Innovative Municipal Products	\$81.560	Blue Magic Salt	1	Blue
Hamilton	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Hamilton	SWP Enterprises	\$82.730	SWP Treated	1	Blue
Herkimer	Cargill Inc. Deicing Technology	\$64.270	ClearLane	1	Green
Herkimer	Innovative Municipal Products	\$67.130	Blue Magic Salt	1	Blue
Herkimer	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Herkimer	SWP Enterprises	\$82.730	SWP Treated	1	Blue
Jefferson	Cargill Inc. Deicing Technology	\$71.950	ClearLane	1	Green
Jefferson	Innovative Municipal Products	\$71.180	Blue Magic Salt	1	Blue
Jefferson	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Jefferson	North American Salt	AP-P	Thawrox	2	
Jefferson	SWP Enterprises	\$81.990	SWP Treated	1	Blue
Lewis	Cargill Inc. Deicing Technology	\$73.280	ClearLane	1	Green
Lewis	Innovative Municipal Products	\$73.990	Blue Magic Salt	1	Blue
Lewis	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Lewis	North American Salt	AP-P	Thawrox	2	
Lewis	SWP Enterprises	\$81.830	SWP Treated	1	Blue
Madison	Cargill Inc. Deicing Technology	\$67.650	ClearLane	1	Green
Madison	Innovative Municipal Products	\$61.100	Blue Magic Salt	1	Blue
Madison	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Madison	SWP Enterprises	\$76.990	SWP Treated	1	Blue
Monroe	Cargill Inc. Deicing Technology	\$58.260	ClearLane	1	Green
Monroe	Innovative Municipal Products	\$55.270	Blue Magic Salt	1	Blue
Monroe	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Monroe	SWP Enterprises	\$66.750	SWP Treated	1	Blue
Nassau	SWP Enterprises	\$101.010	SWP Treated	1	Blue
Niagara	Innovative Municipal Products	\$57.310	Blue Magic Salt	1	Blue
Niagara	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Niagara	North American Salt	AP-P	Thawrox	2	
Niagara	SWP Enterprises LLC	\$71.820	SWP Treated	1	Blue

AP-P = Award Pending - Product (see page 20)

**LOT IV - TREATED SALT - DELIVERED (Cont'd)
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Oneida	Cargill Inc. Deicing Technology	\$63.140	ClearLane	1	Green
Oneida	Innovative Municipal Products	\$65.180	Blue Magic Salt	1	Blue
Oneida	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Oneida	SWP Enterprises	\$79.950	SWP Treated	1	Blue
Onondaga	Cargill Inc. Deicing Technology	\$55.570	ClearLane	1	Green
Onondaga	Innovative Municipal Products	\$58.710	Blue Magic Salt	1	Blue
Onondaga	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Onondaga	SWP Enterprises	\$74.890	SWP Treated	1	Blue
Ontario	Cargill Inc. Deicing Technology	\$58.980	ClearLane	1	Green
Ontario	Innovative Municipal Products	\$55.320	Blue Magic Salt	1	Blue
Ontario	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Ontario	SWP Enterprises	\$66.880	SWP Treated	1	Blue
Orange	Cargill Inc. Deicing Technology	\$77.890	ClearLane	1	Green
Orange	Innovative Municipal Products	\$82.930	Blue Magic Salt	1	Blue
Orange	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Orange	SWP Enterprises	\$80.990	SWP Treated	1	Blue
Oswego	Cargill Inc. Deicing Technology	\$66.450	ClearLane	1	Green
Oswego	Innovative Municipal Products	\$62.610	Blue Magic Salt	1	Blue
Oswego	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Oswego	SWP Enterprises	\$74.890	SWP Treated	1	Blue
Otsego	Cargill Inc. Deicing Technology	\$65.400	ClearLane	1	Green
Otsego	Innovative Municipal Products	\$74.040	Blue Magic Salt	1	Blue
Otsego	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Otsego	SWP Enterprises	\$80.900	SWP Treated	1	Blue
Putnam	Cargill Inc. Deicing Technology	\$90.220	ClearLane	1	Green
Putnam	Innovative Municipal Products	\$89.790	Blue Magic Salt	1	Blue
Putnam	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Putnam	SWP Enterprises	\$93.600	SWP Treated	1	Blue
Rensselaer	Cargill Inc. Deicing Technology	\$77.450	ClearLane	1	Green
Rensselaer	Innovative Municipal Products	\$78.710	Blue Magic Salt	1	Blue
Rensselaer	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Rensselaer	SWP Enterprises	\$90.730	SWP Treated	1	Blue

AP-P = Award Pending - Product (see page 20)

**LOT IV - TREATED SALT - DELIVERED (Cont'd)
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Rockland	Cargill Inc. Deicing Technology	\$87.700	ClearLane	1	Green
Rockland	Innovative Municipal Products	\$89.680	Blue Magic Salt	1	Blue
Rockland	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Rockland	SWP Enterprises	\$98.990	SWP Treated	1	Blue
St. Lawrence	Cargill Inc. Deicing Technology	\$85.600	ClearLane	1	Green
St. Lawrence	Innovative Municipal Products	\$82.690	Blue Magic Salt	1	Blue
St. Lawrence	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
St. Lawrence	North American Salt	AP-P	Thawrox	2	
St. Lawrence	SWP Enterprises	\$99.730	SWP Treated	1	Blue
Saratoga	Cargill Inc. Deicing Technology	\$80.390	ClearLane	1	Green
Saratoga	Innovative Municipal Products	\$77.220	Blue Magic Salt	1	Blue
Saratoga	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Saratoga	SWP Enterprises	\$89.990	SWP Treated	1	Blue
Schenectady	Cargill Inc. Deicing Technology	\$74.900	ClearLane	1	Green
Schenectady	Innovative Municipal Products	\$73.040	Blue Magic Salt	1	Blue
Schenectady	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Schenectady	SWP Enterprises	\$88.880	SWP Treated	1	Blue
Schoharie	Cargill Inc. Deicing Technology	\$75.000	ClearLane	1	Green
Schoharie	Innovative Municipal Products	\$77.950	Blue Magic Salt	1	Blue
Schoharie	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Schoharie	SWP Enterprises	\$87.990	SWP Treated	1	Blue
Steuben	Cargill Inc. Deicing Technology	\$56.800	ClearLane	1	Green
Steuben	Innovative Municipal Products	\$55.500	Blue Magic Salt	1	Blue
Steuben	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Steuben	SWP Enterprises	\$62.990	SWP Treated	1	Blue
Suffolk	SWP Enterprises	\$110.730	SWP Treated	1	Blue
Sullivan	Cargill Inc. Deicing Technology	\$76.800	ClearLane	1	Green
Sullivan	Innovative Municipal Products	\$79.580	Blue Magic Salt	1	Blue
Sullivan	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Sullivan	SWP Enterprises	\$84.890	SWP Treated	1	Blue

AP-P = Award Pending - Product (see page 20)

**LOT IV - TREATED SALT - DELIVERED (Cont'd)
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Ulster	Cargill Inc. Deicing Technology	\$78.050	ClearLane	1	Green
Ulster	Innovative Municipal Products	\$80.740	Blue Magic Salt	1	Blue
Ulster	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Ulster	SWP Enterprises	\$88.990	SWP Treated	1	Blue
Warren	Cargill Inc. Deicing Technology	\$81.610	ClearLane	1	Green
Warren	Innovative Municipal Products	\$82.580	Blue Magic Salt	1	Blue
Warren	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Warren	SWP Enterprises	\$95.910	SWP Treated	1	Blue
Washington	Cargill Inc. Deicing Technology	\$78.500	ClearLane	1	Green
Washington	Innovative Municipal Products	\$82.390	Blue Magic Salt	1	Blue
Washington	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Washington	SWP Enterprises	\$91.990	SWP Treated	1	Blue
Wayne	Cargill Inc. Deicing Technology	\$60.990	ClearLane	1	Green
Wayne	Innovative Municipal Products	\$58.290	Blue Magic Salt	1	Blue
Wayne	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Wayne	SWP Enterprises	\$71.990	SWP Treated	1	Blue
Westchester	Innovative Municipal Products	\$93.800	Blue Magic Salt	1	Blue
Westchester	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Westchester	SWP Enterprises	\$98.910	SWP Treated	1	Blue
Cayuga & Seneca	Cargill Inc. Deicing Technology	\$55.250	ClearLane	1	Green
Cayuga & Seneca	Innovative Municipal Products	\$60.140	Blue Magic Salt	1	Blue
Cayuga & Seneca	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Cayuga & Seneca	SWP Enterprises	\$66.710	SWP Treated	1	Blue
Chemung & Tioga	Cargill Inc. Deicing Technology	\$57.190	ClearLane	1	Green
Chemung & Tioga	Innovative Municipal Products	\$61.540	Blue Magic Salt	1	Blue
Chemung & Tioga	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Chemung & Tioga	SWP Enterprises	\$64.990	SWP Treated	1	Blue
Cortland & Tompkins	Cargill Inc. Deicing Technology	\$49.990	ClearLane	1	Green
Cortland & Tompkins	Innovative Municipal Products	\$63.610	Blue Magic Salt	1	Blue
Cortland & Tompkins	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Cortland & Tompkins	SWP Enterprises	\$73.890	SWP Treated	1	Blue

AP-P = Award Pending - Product (see page 20)

**LOT IV - TREATED SALT - DELIVERED (Cont'd)
SALT TREATED WITH LIQUID MAGNESIUM CHLORIDE -
TYPE 1 - CORROSION INHIBITED
TYPE 2 - ORGANIC BASED PERFORMANCE ENHANCER**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	TYPE 1 OR 2	DYE/ COLOR
Fulton & Montgomery	Cargill Inc. Deicing Technology	\$69.250	ClearLane	1	Green
Fulton & Montgomery	Innovative Municipal Products	\$75.690	Blue Magic Salt	1	Blue
Fulton & Montgomery	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Fulton & Montgomery	SWP Enterprises	\$84.900	SWP Treated	1	Blue
Genesee & Orleans	Cargill Inc. Deicing Technology	\$58.350	ClearLane	1	Green
Genesee & Orleans	Innovative Municipal Products	\$52.670	Blue Magic Salt	1	Blue
Genesee & Orleans	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Genesee & Orleans	SWP Enterprises	\$66.890	SWP Treated	1	Blue
Schuyler & Yates	Cargill Inc. Deicing Technology	\$58.720	ClearLane	1	Green
Schuyler & Yates	Innovative Municipal Products	\$59.340	Blue Magic Salt	1	Blue
Schuyler & Yates	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Brown
Schuyler & Yates	SWP Enterprises	\$66.890	SWP Treated	1	Blue
Livingston & Wyoming	Cargill Inc. Deicing Technology	\$58.520	ClearLane	1	Green
Livingston & Wyoming	Innovative Municipal Products	\$53.840	Blue Magic Salt	1	Blue
Livingston & Wyoming	Innovative Municipal Products	AP-P	Ultra Magic Salt	2	Blue
Livingston & Wyoming	SWP Enterprises	\$61.990	SWP Treated	1	

AP-P = Award Pending - Product (see below)

AWARD PENDING - PRODUCT (AP-P) STATUS:

Contractors offering product(s) that have been determined to be close to meeting specification have been given an "Award Pending - Product" classification. They may become eligible for award by submitting follow-up independent analysis showing that their offered product meets specification. They will then be awarded for any product offering that also meets the method of award criteria for pricing.

AWARD PENDING - PRICE (AP-\$) STATUS:

Any contractor given an "Award Pending - \$" classification may become eligible for award by reducing its price(s). Revised pricing shall be considered up to thirty days after the issue date that appears on the original Contract Award notification and again thirty days thereafter. At the end of each thirty-day period, if necessary, a supplemental award shall be published to incorporate contractors whose pricing is determined to be acceptable.

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 the original 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.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

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.

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).

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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 zones/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.

PRODUCT SUITABILITY AND LIABILITY:

Deviation from specifications may result in rejection of any delivery. All costs associated with rejected deliveries will be the responsibility of the contractor.

Should a product be found to be contaminated (after application) with non-specified elements and become cause for environmental concerns that necessitate clean-up of yards, storage facilities, or roadsides, etc., the contractor shall be responsible for any and all expenses incurred.

DISPOSITION OF DAMAGES, ETC.:

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

ADDITION OF NEW PRODUCT CATEGORIES:

Consideration of requests for adding new product categories to the specification will only be given when offered products are determined to meet the following criteria:

- Products must be of a type that would qualify them for consideration under the Pacific Northwest Snowfighters Qualified Products List Category 1 (Corrosion Inhibited Liquid Magnesium Chloride) or Category 2 (Corrosion Inhibited Liquid Calcium Chloride).
- Sales to a customer base currently using the product showing the customer gallons purchased, price per gallon and contact name and phone number for verification purposes.
- Product offered must demonstrably offer a significantly greater benefit (economic, environmental, health/safety etc.) than product types currently offered on contract. Vendor will be required to provide verifiable evidence to support any claimed benefit.
- A product determined to prospectively meet the first three criteria will subsequently be tested by the NYS Department of Transportation for efficacy, ease of use and other related parameters intended to measure overall performance and cost effectiveness. Results of such testing will subsequently be reviewed and evaluated by DOT and Procurement Services Staff.

Based on test results and a final review of the previous three criteria, a new product category may be subsequently added to the specification in a future Invitation for Bids if it is determined to be in the best interest of the State to do so.

WORKERS’ COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

Workers’ Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure by contractor to provide proof of such coverage or a legal exemption will result in a rejection of any attempt by that contractor to renew..

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than fifteen (15) days after the close of each contract quarter.

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:

Zone for Lots I-III	Customer	Product	Total Quantity Shipped to State Agencies	Total Quantity Shipped to Authorized Non-State Agencies	Total Sales \$ State Agencies	Total Sales \$ Authorized Non-State Agencies
Zone 1	City of Adventure	Calcium Chloride	0	8,000 Gal	\$0.00	\$7,200.00
Broome	NYS DOT	Treated Salt	500 Tons	0	\$20,000.00	\$0.00
Grand Total Sales State and Non-State Agencies					\$20,000.00	\$7,200.00

REPORT OF CONTRACT PURCHASES: Cont'd.)

The report is to be submitted electronically in Microsoft Excel 2007 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.

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.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price;-and/or
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

DIESEL EMISSION REDUCTION ACT OF 2006:

Pursuant to the Diesel Emissions Reduction Act, §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. These vehicles are to be operated exclusively on ULSD. 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.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. The Law provides a list of exempted vehicles. Regulations 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.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

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.

PURCHASE ORDERS:

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

SURETY BOND:

At any time upon the request of the Office of General Services, the contractor shall, within 15 days of request and at its own cost and expense, obtain and maintain in full force and effect for 60 days after contract expiration:

- * an irrevocable documentary **LETTER OF CREDIT** with a sound and reputable bank authorized to do business in the State of New York, OR
- * a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York, OR
- * a **PAYMENT BOND** signed by a surety company authorized to do business in the State of New York, in the amount of **10%** for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

The Letter of Credit or Bond shall be provided on a yearly basis for each year or portion of the contract.

ESTIMATED QUANTITIES:

The historical dollar value of all contracts issued under previous awards was approximately \$3,900,000 annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

DELIVERY REQUIREMENTS: LOTS I, II and III:

The product shall be delivered in bulk in tank trucks. Delivery shall be made as indicated. Each delivery truck shall be equipped for unloading product, and still have either an approved liquid meter for accurately measuring the amount of liquid product delivered or verifiable weight receipts.

DELIVERY REQUIREMENTS: LOT IV:

Product shall be shipped in bulk delivery.

All shipments of product 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.

Product shall be received in a free-flowing and usable condition.

MINIMUM DELIVERY/ORDER – LOTS I - III

Minimum order is 4,000 gallons. Orders must be placed for 4,000 gallons or multiples thereof.

Minimum delivery is 4,000 gallons for one location or 2,000 gallons for each of two locations.

Orders requiring delivery to two locations are subject to the 2,000 gallon pricing.

MINIMUM DELIVERY/ORDER - LOT IV:

Minimum delivery/order is 22 tons per delivery location.

TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS:

Each contractor furnishing a toxic substance (as defined by Section 875 of the State Labor Law) to an ordering agency shall provide such agency with not less than two copies of a Material Safety Data Sheet. This sheet shall include for each such substance the information outlined in Section 876 of the State Labor Law.

CERTIFICATION:

An independent certified analysis **conducted within the PAST 3 YEARS** showing compliance with all the previously mentioned requirements was required to be submitted with each bid.

Deviation from any of the specifications may result in the rejection of the entire delivery load or loads (if from the same source) at the discretion of agency personnel. All costs associated with rejected deliveries shall be borne by the contractor.

The supplier of any product delivered and/or applied that is found to be contaminated with non-specified products and/or is cause for environmental concerns which may necessitate yard, storage facility, or roadside cleanup measures shall be responsible for all cleanup expenses, without limitation.

DYE/COLOR:

Product may be dyed a characteristic color that will allow ready visual identification of the product or any material treated with the product. Any dye used shall remain in solution without precipitation during all normal use and storage conditions. Dye utilized shall be non-toxic, non-staining, and environmentally benign.

For Lots I, II, and III, upon request from end user, contractors will advise of the color the final product will be when applied to end user's salt.

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.

DETAILED SPECIFICATIONS

LOT I - LIQUID CALCIUM CHLORIDE, CORROSION INHIBITED

In addition to the General Specifications, the following requirements also apply to Liquid Calcium Chloride - Corrosion Inhibited.

1. Product must contain 30% by weight as CaCl_2 ; Tolerance: +3% , - 1%.
2. Weight per gallon will be established according to the specific gravity and percentage of Calcium Chloride contained in the product bid as indicated by the bidder.
3. The pH shall be 6.0 - 10.0.
4. Sampling shall be done in accordance with ASTM D345. Product shall be tested using generally accepted industry standard analytical procedures as appropriate.
5. A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride to be acceptable. [Determined by NACE (National Association of Corrosion Engineers) - Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters)].
6. This chemical product shall not contain greater than 1.0% (V/V) Total Settleable Solids and shall have ninety-nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at $-29^{\circ}\text{C} \pm 1^{\circ}\text{C}$ ($-20^{\circ}\text{F} \pm 2^{\circ}\text{F}$) for 168 hours.
7. An independent certified analysis **conducted within the last 3 years** showing compliance with all the above requirements must be submitted with the bid along with an intended use statement for the product. Exceptions to the requirements must be stated and the State reserves the right to reject the product.

DETAILED SPECIFICATIONS (Cont'd)

LOT II - LIQUID MAGNESIUM CHLORIDE, CORROSION INHIBITED

Description: Material offered shall be a blend of Liquid Magnesium Chloride and a component selected and added to provide enhanced corrosion inhibition in the final product.

In addition to the General Specifications, the following requirements also apply to Liquid Magnesium Chloride - corrosion inhibited.

1. Product must contain no less than 25% Magnesium Chloride, by weight as MgCl₂.
2. Weight per gallon will be established according to the specific gravity and percentage of Magnesium Chloride contained in the product bid as indicated by the bidder.
3. The pH shall be 6.0 - 9.0.
4. Sampling shall be done in accordance with ASTM D345. Product shall be tested using generally accepted industry standard analytical procedures as appropriate.
5. A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride to be acceptable. [Determined by NACE (National Association of Corrosion Engineers) - Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters)].
6. This chemical product shall not contain greater than 1.0% (V/V) Total Settleable Solids and shall have ninety nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at -17.8°C +/- 1°C (0°F +/- 2°F) for 168 hours.
7. An independent certified analysis conducted within the last 3 years showing compliance with all the above requirements must be submitted with the bid along with an intended use statement for the product. Exceptions to the requirements must be stated and the State reserves the right to reject the product.

DETAILED SPECIFICATIONS (Cont'd)

LOT III - LIQUID MAGNESIUM CHLORIDE WITH ORGANIC BASED PERFORMANCE ENHANCER (OBPE)

Description: Product offered shall be a blend of Liquid Magnesium Chloride and an Organic Based Performance Enhancer (OBPE). The OBPE may be derived or prepared from a variety of sources including, but not limited to, agricultural processing residues, partially or wholly engineered synthetic materials or combinations of the two. The addition of OBPE to the Liquid Magnesium Chloride is intended to provide desirable enhancements to the performance of the finished product by providing increased corrosion inhibition, lowered eutectic point and increased viscosity.

In addition to meeting the requirements listed in the General Specifications, the following requirements also apply:

1. Product must contain 13.0% - 24% MgCl₂ by weight.
2. Product shall contain a minimum of 12% of an organic based performance enhancer (OBPE).
3. Product shall have a eutectic (freezing) point of -20° F or lower.
4. Product by analysis shall have a total solids content of 35% minimum (w/w) when evaporated at 105°C for 1 hour.
5. A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition. See example on **page 22** of this specification.
6. The pH shall be 3.2 - 7.0
7. A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride to be acceptable. [Determined by NACE (National Association of Corrosion Engineers) - Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters)].
8. This chemical product shall not contain greater than 4.0% (V/V) Total Settleable Solids and shall have ninety nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at -17.8°C +/- 1°C (0°F +/- 2°F) for 168 hours.
9. An independent certified analysis **conducted within the last 3 years** showing compliance with all the above requirements must be submitted with the bid along with an intended use statement for the product. Exceptions to the requirements must be stated and the State reserves the right to reject the product.

Sampling shall be done in accordance with ASTM D345. Product shall be tested using generally accepted industry standard analytical procedures as appropriate.

DETAILED SPECIFICATIONS (Cont'd)

LOT III - LIQUID MAGNESIUM CHLORIDE WITH ORGANIC BASED PERFORMANCE ENHANCER (OBPE)
 (Cont'd)

Example MgCl CHART

FREEZING POINT OF
 MAGNESIUM CHLORIDE BRINE
 EXAMPLE OF A 25% PRODUCT SUBMITTED

% By Weight	Specific Gravity	Freezing Point Celsius	Freezing Point Fahrenheit
5	1.013	-2.11	26.4
6	1.051	-3.09	25.0
7	1.060	-4.72	23.5
8	1.069	-5.67	21.8
9	1.070	-6.67	20.0
10	1.086	-7.83	17.9
11	1.096	-9.05	15.7
12	1.105	-10.5	13.1
13	1.114	-12.1	10.3
14	1.123	-13.7	7.3
15	1.132	-15.9	4.0
16	1.142	-17.6	0.4
17	1.151	-19.7	-3.5
18	1.161	-22.1	-7.7
19	1.170	-25.6	-12.2
20	1.180	-27.4	-17.2
21	1.190	-30.5	-23.0
22	1.200	-32.8	-27.0
23	1.210	-28.9	-20.0
24	1.220	-25.6	-14.0
**25	**1.230	** -23.3	** -10.0
26	1.241	-21.1	-6.0
27	1.251	-19.4	-3.0
28	1.262	-18.3	-1.0
29	1.273	-17.2	1.0
30	1.283	-16.7	3.0

****25% EXAMPLE. YOUR INFORMATION MUST MATCH YOUR PRODUCT****

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE)

Scope - It is the intent of this specification to describe a mixture of Sodium Chloride Type “A” crushed rock salt treated with corrosion inhibited Liquid Magnesium Chloride product. The treatment is intended to enhance the performance of the product over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flowability. The treated salt is intended to be used to facilitate snow and ice prevention and removal on New York State roads and bridges. The end product treated salt will be categorized as either Type I or Type II treated salt depending on the specific type of corrosion inhibited magnesium chloride product used to treat the salt. The defining characteristics of Type I and Type II treatment can be found summarized in the table found **on page 34.**

Description: The finished product shall be composed of two primary constituents:

- 1) Crushed rock salt as described and specified in Section A below.
- 2) A corrosion inhibited Liquid Magnesium Chloride product described and specified in Section B below.

The two components shall be mixed to produce a finished product as described in Section C. The final product shall meet all the requirements described in Section D, also below.

NOTE: A separate Vendor Certified Product Data Sheet **MUST** be submitted for **each** of the two components being utilized by the vendor to construct the final product.

Section A: Sodium Chloride Type “A” Crushed Rock Salt Specifications:

The crushed rock salt used in the preparation of the final product shall meet the following requirements.

A.1 CONTAMINATION

Upon inspection, 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.

A.2 CHEMICAL COMPOSITION

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

A.3 SIZE GRADING

The salt, when tested using sieves as described in ASTM C136 (*) shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing (**)</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

* - A drying temperature of 110°C ± 5°C should be used.

** - 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.

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)

Section A: Sodium Chloride Type "A" Crushed Rock Salt Specifications: (Cont'd)

A.4 MOISTURE CONTENT

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

$$\% \text{ Moisture} = \frac{\text{Loss of Weight} \times 100}{\text{Weight of Sample}}$$

Weight of sample after drying to a constant weight at 110°±5°C

- * Procedure shall be in accordance with ANSI/AWWA B200-03, Moisture Determination. A tolerance of 0.5% will be allowed before a deduction is assessed.

A.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 treated 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.

A.6 ACCEPTANCE

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

A.7 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS

A.7.1 Non-Complying Product - Price Deduction - Moisture

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

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.02 - 2X)$$

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

A.7.2 Non-Complying Product - Price Deduction - 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:

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price} \times (1.00 - Y)$$

where: Y = the decimal equivalent of the total % out of gradation. 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 Y.

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)

Section A: Sodium Chloride Type “A” Crushed Rock Salt Specifications: (Cont'd)

A.7 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS (Cont'd)

A.7.3 General

A non-complying product - price deduction is not 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 or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

A.8 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”.

Section B: Corrosion Inhibited Liquid Magnesium Chloride Product

Material used for this component of the finished product shall be a blend of Liquid Magnesium Chloride and an Organic Based Performance Enhancer (OBPE) component intended, among other things, to inhibit the corrosiveness of the product. The offered product shall meet all of the requirements for EITHER Type I or Type II listed on **page 25**. Bidder shall identify on the Vendor Supplied Data Sheet which type product he is offering. Product of either type must comply with the General Chemical Requirements section also shown below.

GENERAL CHEMICAL REQUIREMENTS:

Note Well: This section applies only to products offered that **do not** have a Beneficial Use Determination (BUD) from New York State Department of Environmental Conservation. **HOWEVER, ALL PRODUCTS OFFERED MUST CONTAIN 250 PPM OR LESS PHOSPHORUS, CALCULATED ON AN UNDILUTED BASIS, WITH OR WITHOUT BENEFICIAL USE DETERMINATION.**

Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. The State reserves the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the State.

Phosphorus	250.00 ppm	Chromium	0.50 ppm
Cyanide	0.20 ppm	Cadmium	0.20 ppm
Arsenic	5.00 ppm	Barium	75.00 ppm
Copper	0.50 ppm	Selenium	5.00 ppm
Lead	1.00 ppm	Zinc	10.00 ppm
Mercury	0.05 ppm		

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)

Section B: Corrosion Inhibited Liquid Magnesium Chloride Product (Cont'd)

OTHER REQUIREMENTS:

PARAMETER	REQUIREMENT	
	TYPE I	TYPE II
Magnesium Chloride Concentration (w/v)	25% Min.	13 - 24%
pH	6.0 - 9.0	3.2 - 7.0
Eutectic (Freezing) Point	-20 Deg. F or Lower	-20 deg. F or Lower
Total Solids (w/w After 1 Hr. @ 105°C)	No Requirement	35% Min.
Organic Based Performance Enhancer (OBPE)	No Requirement	12% Min.
Corrosivity	A 3% solution of the product shall have a corrosion value at least 70% less than that of a 3% solution of Sodium Chloride when tested by NACE Standard TM-01-69 as modified by the PNS (Pacific Northwest Snowfighters)	
Settleable Solids	Shall contain not greater than 1.0% (v/v) total settleable solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.	Shall contain not greater than 4.0% (v/v) total settleable solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.
Freezing Point Table	Bidder shall supply a table showing the Freezing Point vs Specific Gravity for varying dilutions of product in water, starting at 5% and continuing up to and including the percentage needed to reach the eutectic (freezing) point.	
Chemical Analysis	Bidder shall supply a certified analysis conducted within the last 3 years from an independent laboratory showing compliance with all the above listed requirements INCLUDING those listed in the GENERAL CHEMICAL REQUIREMENT section above. Exceptions to the requirements must be stated and the State reserves the right to reject the product.	

Sampling to be done in accordance with ASTM D345. Product shall be tested using generally accepted industry standard analytical procedures as appropriate.

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)

Section C: Mixing the Sodium Chloride and Corrosion Inhibited Liquid Magnesium Chloride

The materials described in Section A and Section B above shall be mixed as described in this section to produce the finished product. Mixing procedures shall comply with all requirements described in this section.

- C.1 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 before the salt is mixed with the Corrosion Inhibited Liquid Magnesium Chloride. Both salt and liquid samples may be taken.
- C.2 The contractor will thoroughly mix a minimum of 8 gallons of Corrosion Inhibited Liquid Magnesium Chloride per ton of salt.
- C.3 The contractor will ensure a consistent thorough mix (e.g. spray system, pugmill, conveyor) so that there is maximum coverage of the liquid on the salt crystals (loader mixing and stockpile injection methods are not acceptable) and will specify the mix method in the bid.
- C.4 Trucks must be weighed on certified scale with printout after loading the final product (salt and liquid mixture) and prior to delivery destination. The weight ticket shall include the net weight of the final product and the stockpile source. The certification must bear the weighmaster's signature. Handwritten weights are not acceptable.
- C.5 All shipments of finished product shall be accompanied by a ticket indicating the amount of Corrosion Inhibited Liquid Magnesium Chloride mixed in the finished product. This amount will be indicated on the ticket by Gallons. The amount of gallons shall be recorded by a printing device or handwritten.
- C.6 The finished product shall be shipped via bulk delivery. Trucks delivering the mixture shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material. Torn or ripped covers may be cause for rejection of the shipment.
- C.7 The State reserves the right to, at any time inspect the operation to take salt and liquid samples, to ensure that the proper amount of liquid is being applied and that the mix method is appropriate.

Section D: Final Product: Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride

The Treated Salt shall meet the following requirements:

- D.1 **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.
- D.2 **FLOWABILITY**
Properly stored product (covered or inside storage) shall be uniform and free flowing in a manner consistent with its intended use and shall show no objectionable clumping or caking.
- D.3 **LEACHING**
Properly stored product (covered or inside storage) shall show no indication of objectionable leaching or separation of components to the extent that such condition produces adverse affects in the handling or usage of the product or routine maintenance of the storage facility.

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)

Section D: Final Product: Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride (Cont'd)

D.4 CHEMICAL COMPOSITION

Shall be not less than 91.2% Sodium Chloride. Percent of Sodium Chloride shall be determined as follows: Apparent total % Sodium Chloride content shall be determined in accordance with current ASTM-D-632. Magnesium and Calcium content shall be determined in accordance with ASTM E-534 and computed as % Magnesium Chloride and % Calcium Chloride respectively. The % Sodium Chloride shall then be computed as follows:

$$\% \text{ Sodium Chloride} = \% \text{ Apparent Sodium Chloride} - (\% \text{ Magnesium Chloride} + \% \text{ Calcium Chloride})$$

D.5 SIZE GRADING

The salt, when tested using sieves as described in ASTM-C-136 (*), shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing (**)</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

* - A drying temperature of 110°C ± 5°C should be used.

** - 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.

D.6 MOISTURE CONTENT

Moisture content shall not exceed 4.8% when determined as follows:

$$\% \text{ Moisture} = \frac{\text{Loss of Weight} \times 100}{\text{Weight of Sample}}$$

where: W₁ = Initial weight of sample

W₂ = Weight of sample after drying to a constant weight at 110°C ± 5°C.

NOTE: Procedure shall be in accordance with ANSI/AWWA B200-03, Moisture Determination. A tolerance of 0.5% will be allowed before a deduction is assessed.

D.7 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 treated 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.

DETAILED SPECIFICATIONS (Cont'd)

LOT IV - TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)

Section D: Final Product: Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride (Cont'd)

D.8 ACCEPTANCE

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

D.9 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS

D.9.1 Non-Complying Product - Price Deduction - Moisture

If the moisture content of the treated salt is found to be above 5.3%, a deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.053 - 2x)$$

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

D.9.2 Non-Complying Product - Price Deduction - Gradation (Particle Size Distribution)

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

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price} \times (1.00 - Y)$$

where: Y = the decimal equivalent of the total % out of gradation. 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 Y.

D.9.3 Non-Complying Product - Price Deduction - Contamination:

If the end user accepts contaminated salt as defined in Section D.1 for operational reasons, a 10% non-complying price deduction may be placed on the contractor by the end user after consultation with the contractor and OGS.

D.9.4 Non-Complying Product - Price Deduction - Delivery:

If delivery is not in the timeframe specified in the Delivery Section, a deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Costs 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 cleanup after required application of a "treated" salt product (i.e. salt mixed with sand)

AGENCY WILL SUBMIT TO OGS SUPPORTING DOCUMENTATION FOR NON-COMPLYING PRODUCT - DELIVERY - PRICE DEDUCTION. OGS PSG WILL REVIEW AND WILL HAVE FINAL APPROVAL AS TO DELIVERY DEDUCTION APPLIED.

D.9.5 General

A non-complying product - price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers treated salt found to be above 5.3% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

D.10 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".

**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 2nd Tower - Empire State Plaza
Albany, New York 12242
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