

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

**CONTRACT AWARD NOTIFICATION**

<b>Title</b>	<b>: Group 32100 – SNOW/ICE CONTROL AGENTS (All State Agencies &amp; Political Subdivisions) Classification Code(s): 12</b>
<b>Award Number</b>	<b>: <a href="#">22514 – SW</a> (Replaces Award 22304)</b>
<b>Contract Period</b>	<b>: September 16, 2013 through December 31, 2014</b>
<b>Bid Opening Date</b>	<b>: October 25, 2012</b>
<b>Date of Issue</b>	<b>: September 16, 2013 (Revised December 31, 2013)</b>
<b>Specification Reference</b>	<b>: As Incorporated In The Invitation For Bids</b>
<b>Contractor Information</b>	<b>: Appears beginning on Page 2 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Colleen Messier Title : Contract Management Specialist I Phone : 518-474-1108 Fax : 518-474-1160 E-mail : <a href="mailto:colleen.messier@ogs.ny.gov">colleen.messier@ogs.ny.gov</a>	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**The New York State Procurement 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 #22514

(continued)

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

<b>CONTRACT #</b>	<b>CONTRACTOR &amp; ADDRESS</b>	<b>TELEPHONE #</b>	<b>FED TAX ID # NYS VENDOR ID #</b>
PC65971	AMERICAN ROCK SALT CO., LLC PO Box 190 Mt. Morris, NY 14510	888/762-7258 585/991-6835 Marcia C. Gavin Fax: 585/243-7676 E-mail: marcia.gavin@americanrocksalt.com	161516458 1000008297
PC65972	<b>PLACE ORDERS W/CARGILL:</b> CARGILL INCORPORATED - DEICING TECHNOLOGY BUSINESS UNIT 24950 Country Club Boulevard Suite 450 North Olmsted, OH 44070  <b>REMIT PAYMENT TO CARGILL:</b> CARGILL INCORPORATED - DEICING TECHNOLOGY BUSINESS UNIT P.O. Box 415927 Boston, MA 02241-5927	800/600-7258 Customer Service Fax: 440/716-0763 E-mail: pamelaburcewicz@cargill.com Web Site: www.cargilldeicing.com	410177680 1000048669
PC65973	GORMAN BROS., INC. 200 Church Street Albany, NY 12202	518/462-5401 Nan Walsh Fax: 518/462-1296 <a href="mailto:nwalsh@gormanroads.com">nwalsh@gormanroads.com</a>	140704840 1000013676
PC65974	INNOVATIVE MUNICIPAL PRODUCTS (US) INC D/B/A INNOVATIVE SURFACE SOLUTIONS 454 River Road Glenmont, NY 12077	800/257-5808 518/729-4319 Jon Veeder/Dave Cook Fax: 518/729-5181 E-mail: bids@innovativecompany.com Web Site: innovativecompany.com	510375765 1000009401
PC65975	INTERNATIONAL SALT COMPANY, LLC 655 Northern Boulevard Clarks Summit, PA 18411	888/388-4726 Ext.2001 570/587-5000 Daniel P. Thompson Fax: 570/586-6463 E-mail: bids@iscosalt.com Web Site: www.internationalsalt.com	522034785 1000009452
PC65976 SB	MILLENIUUM ROADS, LLC 12118 E. Yates Center Road Lyndonville, NY 14098 <i>Accepts Procurement Card for orders up to \$15,000</i>	585/765-2621 Jeffrey Johnson Fax: 585/765-9736 E-mail: jeffreyjon@juno.com	161561662 1100075718

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<b>CONTRACT #</b>	<b>CONTRACTOR &amp; ADDRESS</b>	<b>TELEPHONE #</b>	<b>FED TAX ID # NYS VENDOR ID #</b>
PC65978 SB	SWP ENTERPRISES LLC 11399 State Route 21 Wayland, NY 14572	585/728-3770 John L. Hooker Fax: 585/728-9901 E-mail: <a href="mailto:jhooker@swpenterprises.com">jhooker@swpenterprises.com</a> Web Site: <a href="http://swpenterprises.com">swpenterprises.com</a>	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 NEW YORK STATE PROCUREMENT 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 NEW YORK STATE PROCUREMENT.

**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 New York State Procurement 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

(continued)

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

**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, New York State Procurement, prior to effectuation.

**DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' New York State Procurement (NYSPPro) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPPro bid solicitations or contract awards. NYSPPro encourages vendors to seek resolution of disputes through consultation with NYSPPro staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPPro'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](http://www.ogs.ny.gov)).

**DEBRIEFING**

A bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any unsuccessful bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such bidder was not selected for a contract award. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

**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.

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

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

**NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises:

Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

**Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor 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 it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Business Participation Opportunities for MWBEs**

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

**ALL FORMS ARE AVAILABLE AT:** <http://www.ogs.ny.gov/MWBE/Forms.asp>

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IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

SCOPE (ABSTRACT):

The resultant contracts are to provide Liquid Calcium Chloride corrosion inhibited, Liquid Calcium Chloride with organic based performance enhancer, 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.

PRICE LOTS I - IV:

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.

PRICE LOT V and VI:

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.

INSTRUCTIONS FOR USING THIS CONTRACT:

To ensure an adequate supply of product in the event of a severe winter, award has been made to up to three responsive and responsible bidders for each Item.

**Authorized users shall purchase from the lowest priced product for an Item unless the product is unavailable for delivery or the authorized user can document for the Procurement Record a rationale for the purchase of other than the lowest priced product.**

AWARD PENDING (AP) STATUS:

Vendors offering product(s) that have been determined to be close to meeting specification and that also meet the method of award criteria for pricing have been given an "Award Pending" status. They may become eligible for award by submitting follow-up independent analysis showing that their offered product meets specification.

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**FUEL PRICE ADJUSTMENT:**

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

- Fuel Price adjustments will be made for deliveries during the contract period. A monthly Purchasing Memorandum will be issued through the OGS Purchasers' Notification System and posted to the OGS website showing the Fuel Price Adjustment. For deliveries made after the expiration of the contract, the fuel price in effect at the time of expiration shall be used and no additional fuel price adjustments will be made after the expiration date.
- Amount of adjustment 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 New York State Procurement.
- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – January's prices will be used to determine February's adjustment). All prices will be rounded to two decimal places.
- For Lots I-IV, the Fuel Price Adjustment shall equal \$0.50 per 1000 gallons for each \$0.10 change in fuel price.

**EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:**

Published rate on date of bid opening	\$4.18
Monthly Average Price	\$4.28

$\$4.28 - \$4.18 = \$0.10$ . A \$0.50/1000 gallon price increase would apply,

**EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:**

Published rate on date of bid opening	\$4.18
Monthly Average Price	\$4.08

$\$4.08 - \$4.18 = -\$0.10$ . A \$0.50/1000 gallon price decrease would apply.

- For Lots V and VI the Fuel Price Adjustment shall be \$0.10 per ton for each \$0.10 change in fuel price.

**EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:**

Published rate on date of bid opening	\$4.18
Monthly Average Price	\$4.28

$\$4.28 - \$4.18 = \$0.10$  A \$0.10 per ton price increase would apply.

**EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:**

Published rate on date of bid opening	\$4.18
Monthly Average Price	\$4.08

$\$4.08 - \$4.18 = -\$0.10$  A \$0.10 per ton price decrease would apply

- The price adjustment will be calculated using the current week's posting for the following week. In the example shown above, the posting date is November 19, 2012. This adjustment would then be applied to the per ton contract price for deliveries made the week beginning November 26, 2012.

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**FUEL PRICE ADJUSTMENT: (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.
3. 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, New York State Procurement. Such notification shall not relieve the contractor of its responsibilities under the contract.
4. 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 agency's use of the "Quick Quote" procedure (below).

**PRICE ADJUSTMENT FOR RENEWALS:**

Price Adjustments for renewals shall be negotiated and mutually agreed upon by the New York State Procurement and the Contractors. New York State Procurement's review may include appropriate indices as determined by the New York State Procurement, market conditions reflecting supply and demand, and other economic factors deemed appropriate by the New York State Procurement.

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.

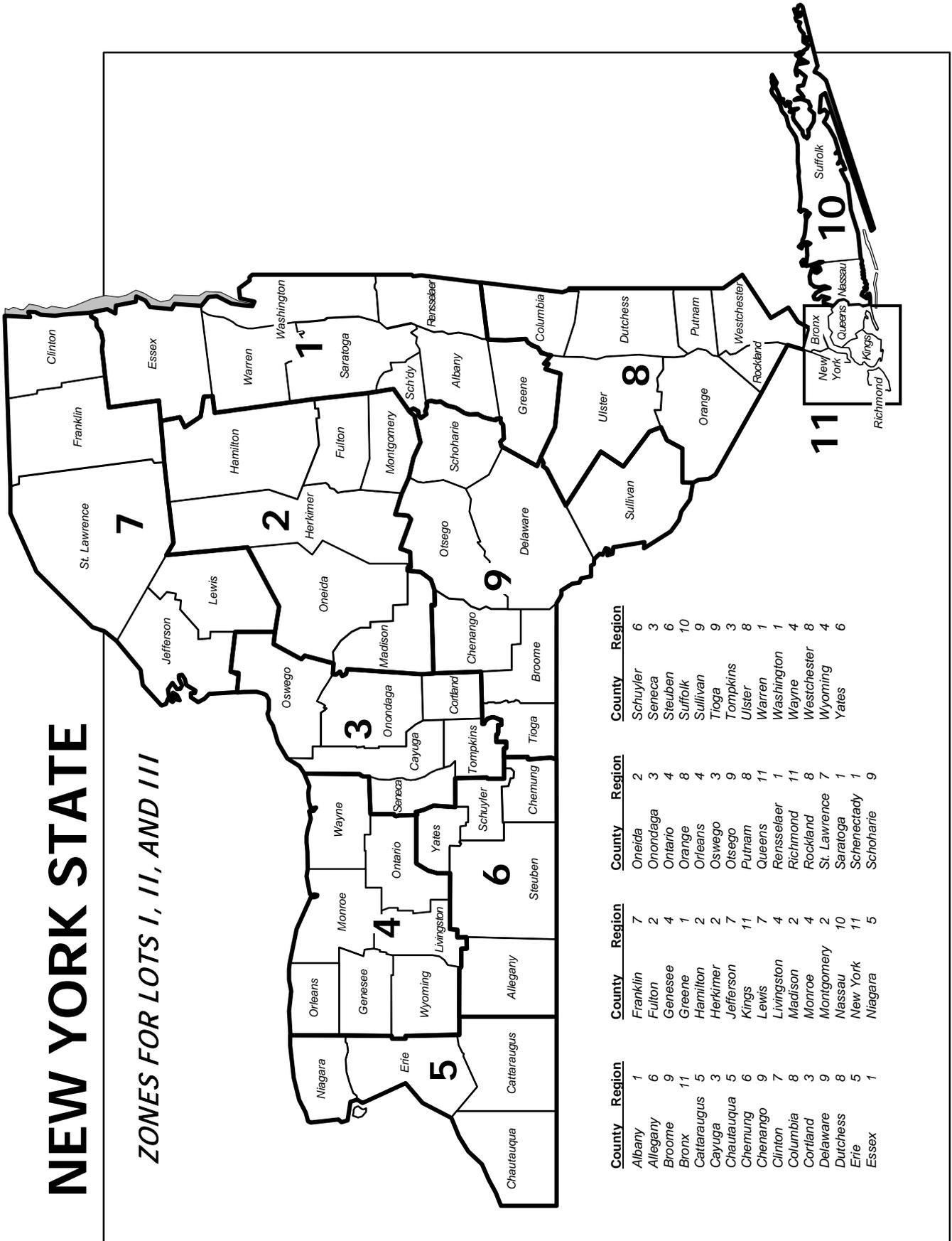
**ESTIMATED QUANTITIES:**

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.

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# NEW YORK STATE

ZONES FOR LOTS I, II, AND III



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

(continued)

**ZONES:**

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

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Albany Essex Greene Rensselaer Saratoga Schenectady Warren Washington	Fulton 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

<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
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

(continued)

**LOT I – LIQUID CALCIUM CHLORIDE CORROSION INHIBITED - OPTION 1 - DELIVERED**

<b>ZONE</b>	<b>CONTRACTOR</b>	<b>PRICE/ GAL 4,000 GAL</b>	<b>PRICE/ GAL 2,000 GAL</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
1	Gorman Bros - 30103/30201/30203	\$0.80	\$0.91	Liquidow w/Boost	Brown
2	Gorman Bros - 30103/30201/30203	\$0.77	\$0.95	Liquidow w/Boost	Brown
3	NA				
4	NA				
5	NA				
6	NA				
7	Gorman Bros - 30103/30201/30203	\$0.84	\$1.04	Liquidow w/Boost	Brown
8	Gorman Bros - 30103/30201/30203	\$0.87	\$1.03	Liquidow w/Boost	Brown
9	Gorman Bros - 30103/30201/30203	\$0.79	\$0.90	Liquidow w/Boost	Brown
10	NA				
11	NA				

NA = No Award

**END OF LOT I**

(continued)

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

<b>ZONE</b>	<b>CONTRACTOR</b>	<b>PRICE/ GAL 4,000 GAL</b>	<b>PRICE/ GAL 2,000 GAL</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
1	Innovative Municipal Products	\$0.83	\$0.90	Meltdown 26% w/AP	Clear
1	Innovative Municipal Products	\$0.90	\$0.99	Meltdown 30% w/AP	Clear
1	SWP Enterprises	\$0.97	NB	SWP Plus 30	Blue or Clear
2	Innovative Municipal Products	\$0.80	\$0.90	Meltdown 26% w/AP	Clear
2	Innovative Municipal Products	\$0.90	\$0.99	Meltdown 30% w/AP	Clear
2	SWP Enterprises	\$0.97	NB	SWP Plus 30	Blue or Clear
3	Innovative Municipal Products	\$0.77	\$0.87	Meltdown 26% w/AP	Clear
3	SWP Enterprises	\$0.79	\$1.03	SWP Plus 30	Blue or Clear
3	Innovative Municipal Products	\$0.87	\$0.97	Meltdown 30% w/AP	Clear
4	SWP Enterprises	\$0.68	\$0.82	SWP Plus 30	Blue or Clear
4	Innovative Municipal Products	\$0.77	\$0.81	Meltdown 26% w/AP	Clear
4	Innovative Municipal Products	\$0.81	\$0.91	Meltdown 30% w/AP	Clear
5	Innovative Municipal Products	\$0.77	\$0.86	Meltdown 26% w/AP	Clear
5	SWP Enterprises	\$0.79	\$0.99	SWP Plus 30	Blue or Clear
5	Innovative Municipal Products	\$0.83	\$0.96	Meltdown 30% w/AP	Clear
6	SWP Enterprises	\$0.66	\$0.84	SWP Plus 30	Blue or Clear
6	Innovative Municipal Products	\$0.73	\$0.79	Meltdown 26% w/AP	Clear
6	Innovative Municipal Products	\$0.79	\$0.89	Meltdown 30% w/AP	Clear
7	Innovative Municipal Products	\$0.85	\$0.95	Meltdown 26% w/AP	Clear
7	SWP Enterprises	\$0.89	NB	SWP Plus 30	Blue or Clear
7	Innovative Municipal Products	\$0.95	\$1.05	Meltdown 30% w/AP	Clear
8	Innovative Municipal Products	\$0.88	\$0.98	Meltdown 26% w/AP	Clear
8	SWP Enterprises	\$0.92	NB	SWP Plus 30	Blue or Clear
8	Innovative Municipal Products	\$0.98	\$1.08	Meltdown 30% w/AP	Clear

NB = No Bid

(continued)

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

<b>ZONE</b>	<b>CONTRACTOR</b>	<b>PRICE/ GAL 4,000 GAL</b>	<b>PRICE/ GAL 2,000 GAL</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
9	Innovative Municipal Products	\$0.85	\$0.95	Meltdown 26% w/AP	Clear
9	SWP Enterprises	\$0.89	NB	SWP Plus 30	Blue or Clear
9	Innovative Municipal Products	\$0.95	\$1.05	Meltdown 30% w/AP	Clear
10	Innovative Municipal Products	\$0.91	\$0.98	Meltdown 26% w/AP	Clear
10	Innovative Municipal Products	\$0.98	\$1.08	Meltdown 30% w/AP	Clear
10	SWP Enterprises	\$1.10	NB	SWP Plus 30	Blue or Clear
11	Innovative Municipal Products	\$0.91	\$0.98	Meltdown 26% w/AP	Clear
11	SWP Enterprises	\$0.92	NB	SWP Plus 30	Blue or Clear
11	Innovative Municipal Products	\$0.98	\$1.08	Meltdown 30% w/AP	Clear

NB = No Bid

**END OF LOT II**

(continued)

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

<b>ZONE</b>	<b>CONTRACTOR</b>	<b>PRICE/ GAL 4,000 GAL</b>	<b>PRICE/ GAL 2,000 GAL</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
1	Millenium Roads	\$0.95	\$1.05	IB Liquid	Black
1	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
2	Millenium Roads	\$0.95	\$1.05	IB Liquid	Black
2	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
3	Millenium Roads	\$0.85	\$0.95	IB Liquid	Black
3	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
4	Millenium Roads	\$0.85	\$0.95	IB Liquid	Black
4	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
5	Millenium Roads	\$0.85	\$0.95	IB Liquid	Black
5	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
6	Millenium Roads	\$0.85	\$0.95	IB Liquid	Black
6	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
7	Millenium Roads	\$1.10	\$1.20	IB Liquid	Black
7	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
8	Millenium Roads	\$0.95	\$1.05	IB Liquid	Black
8	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
9	Millenium Roads	\$0.95	\$1.05	IB Liquid	Black
9	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
10	Millenium Roads	\$1.10	\$1.20	IB Liquid	Black
10	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown
11	Millenium Roads	\$1.10	\$1.20	IB Liquid	Black
11	Innovative Municipal Products	<b>AP</b>	<b>AP</b>	White Lightning 24 I	Brown

**AP** = Award Pending

**END OF LOT III**

(continued)

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

<b>ZONE</b>	<b>CONTRACTOR</b>	<b>PRICE/ GAL 4,000 GAL</b>	<b>PRICE/ GAL 2,000 GAL</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
1	Innovative Municipal Products	\$1.23	\$1.43	Caliber M2000 w/AP	Clear
1	Innovative Municipal Products	\$1.23	\$1.43	Magic-O	Brown
2	Innovative Municipal Products	\$1.21	\$1.41	Caliber M2000 w/AP	Clear
2	Innovative Municipal Products	\$1.21	\$1.41	Magic-O	Brown
3	Innovative Municipal Products	\$1.24	\$1.44	Magic-O	Brown
3	Innovative Municipal Products	\$1.25	\$1.45	Caliber M2000 w/AP	Clear
4	Innovative Municipal Products	\$1.24	\$1.44	Caliber M2000 w/AP	Clear
4	Innovative Municipal Products	\$1.24	\$1.44	Magic-O	Brown
5	Innovative Municipal Products	\$1.21	\$1.41	Caliber M2000 w/AP	Clear
5	Innovative Municipal Products	\$1.24	\$1.44	Magic-O	Brown
6	Innovative Municipal Products	\$1.24	\$1.44	Magic-O	Brown
6	Innovative Municipal Products	\$1.29	\$1.49	Caliber M2000 w/AP	Clear
7	Innovative Municipal Products	\$1.27	\$1.47	Caliber M2000 w/AP	Clear
7	Innovative Municipal Products	\$1.27	\$1.47	Magic-O	Brown
8	Innovative Municipal Products	\$1.29	\$1.49	Caliber M2000 w/AP	Clear
8	Innovative Municipal Products	\$1.29	\$1.49	Magic-O	Brown
9	Innovative Municipal Products	\$1.29	\$1.49	Caliber M2000 w/AP	Clear
9	Innovative Municipal Products	\$1.29	\$1.49	Magic-O	Brown
10	Innovative Municipal Products	\$1.39	\$1.59	Caliber M2000 w/AP	Clear
10	Innovative Municipal Products	\$1.39	\$1.59	Magic-O	Brown
11	Innovative Municipal Products	\$1.39	\$1.59	Caliber M2000 w/AP	Clear
11	Innovative Municipal Products	\$1.39	\$1.59	Magic-O	Brown

(continued)

**LOT V - TREATED SALT - TYPE I (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
Albany	American Rock Salt	\$61.20	Blue Magic	Blue
Albany	Cargill Deicing Technology	\$64.80	ClearLane	
Allegany	American Rock Salt	\$52.58	Blue Magic	Blue
Allegany	SWP Enterprises	\$60.01	SWP Treated	
Allegany	Cargill Deicing Technology	\$62.05	ClearLane	
Bronx, Kings, Queens, New York, Richmond	Cargill Deicing Technology	\$118.74	ClearLane	
Broome	American Rock Salt	\$53.80	Blue Magic	Blue
Broome	Cargill Deicing Technology	\$56.80	ClearLane	
Broome	SWP Enterprises	\$71.37	SWP Treated	
Cattaraugus	American Rock Salt	\$56.73	Blue Magic	Blue
Cattaraugus	Cargill Deicing Technology	\$62.03	ClearLane	
Cattaraugus	SWP Enterprises	\$67.45	SWP Treated	
Chautauqua	American Rock Salt	\$61.16	Blue Magic	Blue
Chautauqua	Cargill Deicing Technology	\$70.86	ClearLane	
Chautauqua	SWP Enterprises	\$71.82	SWP Treated	
Chenango	American Rock Salt	\$57.17	Blue Magic	Blue
Chenango	Cargill Deicing Technology	\$59.50	ClearLane	
Chenango	SWP Enterprises	\$73.91	SWP Treated	
Clinton	Cargill Deicing Technology	\$85.12	ClearLane	
Clinton	SWP Enterprises	\$98.97	SWP Treated	
Columbia	American Rock Salt	\$75.16	Blue Magic	Blue
Columbia	Cargill Deicing Technology	\$75.29	ClearLane	
Columbia	SWP Enterprises	\$88.97	SWP Treated	
Delaware	Cargill Deicing Technology	\$66.89	ClearLane	
Delaware	American Rock Salt	\$68.20	Blue Magic	Blue
Delaware	SWP Enterprises	\$82.73	SWP Treated	
Dutchess	Cargill Deicing Technology	\$76.40	ClearLane	
Dutchess	American Rock Salt	\$78.84	Blue Magic	Blue
Dutchess	SWP Enterprises	\$90.91	SWP Treated	

(continued)

**LOT V - TREATED SALT - TYPE I (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
Erie	American Rock Salt	\$53.70	Blue Magic	Blue
Erie	Cargill Deicing Technology	\$66.70	ClearLane	
Erie	SWP Enterprises	\$71.40	SWP Treated	
Essex	American Rock Salt	\$85.21	Blue Magic	Blue
Essex	Cargill Deicing Technology	\$88.21	ClearLane	
Essex	SWP Enterprises	\$94.87	SWP Treated	
Franklin	Cargill Deicing Technology	\$79.08	ClearLane	
Franklin	American Rock Salt	\$83.07	Blue Magic	Blue
Franklin	SWP Enterprises	\$97.91	SWP Treated	
Greene	Cargill Deicing Technology	\$67.72	ClearLane	
Greene	American Rock Salt	\$69.49	Blue Magic	Blue
Greene	SWP Enterprises	\$84.16	SWP Treated	
Hamilton	American Rock Salt	\$75.36	Blue Magic	Blue
Hamilton	Cargill Deicing Technology	\$80.91	ClearLane	
Hamilton	SWP Enterprises	\$84.93	SWP Treated	
Herkimer	American Rock Salt	\$61.27	Blue Magic	Blue
Herkimer	Cargill Deicing Technology	\$63.39	ClearLane	
Herkimer	SWP Enterprises	\$82.73	SWP Treated	
Jefferson	American Rock Salt	\$68.18	Blue Magic	Blue
Jefferson	Cargill Deicing Technology	\$78.78	ClearLane	
Jefferson	SWP Enterprises	\$81.90	SWP Treated	
Lewis	American Rock Salt	\$70.28	Blue Magic	Blue
Lewis	Cargill Deicing Technology	\$75.58	ClearLane	
Lewis	SWP Enterprises	\$81.83	SWP Treated	
Madison	American Rock Salt	\$58.10	Blue Magic	Blue
Madison	Cargill Deicing Technology	\$59.62	ClearLane	
Madison	SWP Enterprises	\$76.99	SWP Treated	
Monroe	American Rock Salt	\$52.27	Blue Magic	Blue
Monroe	Cargill Deicing Technology	\$61.60	ClearLane	
Monroe	SWP Enterprises	\$66.75	SWP Treated	
Nassau	Cargill Deicing Technology	\$110.06	ClearLane	

(continued)

**LOT V - TREATED SALT - TYPE I (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
Niagara	American Rock Salt	\$54.31	Blue Magic	Blue
Niagara	Cargill Deicing Technology	\$63.35	ClearLane	
Niagara	SWP Enterprises	\$71.82	SWP Treated	
Oneida	American Rock Salt	\$60.14	Blue Magic	Blue
Oneida	Cargill Deicing Technology	\$60.72	ClearLane	
Oneida	SWP Enterprises	\$79.95	SWP Treated	
Onondaga	Cargill Deicing Technology	\$51.99	ClearLane	
Onondaga	American Rock Salt	\$52.57	Blue Magic	Blue
Onondaga	SWP Enterprises	\$74.89	SWP Treated	
Ontario	Cargill Deicing Technology	\$51.94	ClearLane	
Ontario	American Rock Salt	\$52.32	Blue Magic	Blue
Ontario	SWP Enterprises	\$66.88	SWP Treated	
Orange	Cargill Deicing Technology	\$71.68	ClearLane	
Orange	American Rock Salt	\$74.89	Blue Magic	Blue
Orange	SWP Enterprises	\$86.12	SWP Treated	
Oswego	American Rock Salt	\$59.61	Blue Magic	Blue
Oswego	Cargill Deicing Technology	\$66.83	ClearLane	
Oswego	SWP Enterprises	\$75.19	SWP Treated	
Otsego	Cargill Deicing Technology	\$61.56	ClearLane	
Otsego	American Rock Salt	\$62.40	Blue Magic	Blue
Otsego	SWP Enterprises	\$83.71	SWP Treated	
Putnam	American Rock Salt	\$89.79	Blue Magic	Blue
Putnam	Cargill Deicing Technology	\$89.79	ClearLane	
Putnam	SWP Enterprises	\$98.70	SWP Treated	
Rensselaer	Cargill Deicing Technology	\$69.45	ClearLane	
Rensselaer	American Rock Salt	\$74.45	Blue Magic	Blue
Rensselaer	SWP Enterprises	\$90.73	SWP Treated	
Rockland	Cargill Deicing Technology	\$80.09	ClearLane	
Rockland	American Rock Salt	\$84.70	Blue Magic	Blue
Rockland	SWP Enterprises	\$98.99	SWP Treated	

(continued)

**LOT V - TREATED SALT - TYPE I (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
St. Lawrence	Cargill Deicing Technology	\$71.57	ClearLane	
St. Lawrence	American Rock Salt	\$79.69	Blue Magic	Blue
St. Lawrence	SWP Enterprises	\$99.73	SWP Treated	
Saratoga	Cargill Deicing Technology	\$69.43	ClearLane	
Saratoga	American Rock Salt	\$74.22	Blue Magic	Blue
Saratoga	SWP Enterprises	\$91.07	SWP Treated	
Schenectady	Cargill Deicing Technology	\$63.45	ClearLane	
Schenectady	American Rock Salt	\$70.04	Blue Magic	Blue
Schenectady	SWP Enterprises	\$88.88	SWP Treated	
Schoharie	Cargill Deicing Technology	\$69.95	ClearLane	
Schoharie	American Rock Salt	\$72.00	Blue Magic	Blue
Schoharie	SWP Enterprises	\$87.99	SWP Treated	
Steuben	American Rock Salt	\$52.50	Blue Magic	Blue
Steuben	Cargill Deicing Technology	\$54.26	ClearLane	
Steuben	SWP Enterprises	\$54.68	SWP Treated	
Suffolk	Cargill Deicing Technology	\$119.78	ClearLane	
Sullivan	Cargill Deicing Technology	\$70.92	ClearLane	
Sullivan	American Rock Salt	\$73.80	Blue Magic	Blue
Sullivan	SWP Enterprises	\$87.91	SWP Treated	
Ulster	Cargill Deicing Technology	\$75.02	ClearLane	
Ulster	American Rock Salt	\$75.05	Blue Magic	Blue
Ulster	SWP Enterprises	\$88.99	SWP Treated	
Warren	Cargill Deicing Technology	\$77.84	ClearLane	
Warren	American Rock Salt	\$78.61	Blue Magic	Blue
Warren	SWP Enterprises	\$95.91	SWP Treated	
Washington	Cargill Deicing Technology	\$74.95	ClearLane	
Washington	American Rock Salt	\$75.50	Blue Magic	Blue
Washington	SWP Enterprises	\$91.99	SWP Treated	
Wayne	Cargill Deicing Technology	\$52.40	ClearLane	
Wayne	American Rock Salt	\$55.29	Blue Magic	Blue
Wayne	SWP Enterprises	\$74.14	SWP Treated	

(continued)

**LOT V - TREATED SALT - TYPE I (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
Westchester	American Rock Salt	\$90.80	Blue Magic	Blue
Westchester	SWP Enterprises	\$99.07	SWP Treated	
Westchester	Cargill Deicing Technology	\$106.05	ClearLane	
Cayuga & Seneca	American Rock Salt	\$52.25	Blue Magic	Blue
Cayuga & Seneca	Cargill Deicing Technology	\$53.92	ClearLane	
Cayuga & Seneca	SWP Enterprises	\$69.90	SWP Treated	
Chemung & Tioga	Cargill Deicing Technology	\$52.44	ClearLane	
Chemung & Tioga	American Rock Salt	\$54.19	Blue Magic	Blue
Chemung & Tioga	SWP Enterprises	\$66.12	SWP Treated	
Cortland & Tompkins	American Rock Salt	\$49.99	Blue Magic	Blue
Cortland & Tompkins	Cargill Deicing Technology	\$51.29	ClearLane	
Cortland & Tompkins	SWP Enterprises	\$73.89	SWP Treated	
Fulton & Montgomery	American Rock Salt	\$66.25	Blue Magic	Blue
Fulton & Montgomery	Cargill Deicing Technology	\$66.81	ClearLane	
Fulton & Montgomery	SWP Enterprises	\$84.90	SWP Treated	
Genesee & Orleans	American Rock Salt	\$49.67	Blue Magic	Blue
Genesee & Orleans	Cargill Deicing Technology	\$60.12	ClearLane	
Genesee & Orleans	SWP Enterprises	\$66.89	SWP Treated	
Schuyler & Yates	Cargill Deicing Technology	\$53.19	ClearLane	
Schuyler & Yates	American Rock Salt	\$55.72	Blue Magic	Blue
Schuyler & Yates	SWP Enterprises	\$66.89	SWP Treated	
Livingston & Wyoming	American Rock Salt	\$50.84	Blue Magic	Blue
Livingston & Wyoming	SWP Enterprises	\$51.28	SWP Treated	
Livingston & Wyoming	Cargill Deicing Technology	\$58.94	ClearLane	

(continued)

**LOT VI - TREATED SALT - TYPE II (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
Albany	American Rock Salt	\$67.50	Fire Rock	Orange
Albany	International Salt	\$69.22	Ice B' Gone	
Allegany	American Rock Salt	\$55.07	Fire Rock	Orange
Bronx, Kings, Queens, New York, Richmond	International Salt	\$98.84	Ice B' Gone	
Broome	American Rock Salt	\$64.02	Fire Rock	Orange
Cattaraugus	American Rock Salt	\$60.18	Fire Rock	Orange
Chautauqua	American Rock Salt	\$63.99	Fire Rock	Orange
Chenango	American Rock Salt	\$70.41	Fire Rock	Orange
Columbia	International Salt	\$74.67	Ice B' Gone	
Columbia	American Rock Salt	\$83.83	Fire Rock	Orange
Delaware	American Rock Salt	\$75.65	Fire Rock	Orange
Dutchess	American Rock Salt	\$81.04	Fire Rock	Orange
Dutchess	International Salt	\$81.09	Ice B' Gone	
Erie	American Rock Salt	\$54.20	Fire Rock	Orange
Essex	American Rock Salt	\$86.40	Fire Rock	Orange
Essex	International Salt	\$86.96	Ice B' Gone	
Franklin	American Rock Salt	\$80.21	Fire Rock	Orange
Greene	International Salt	\$69.67	Ice B' Gone	
Greene	American Rock Salt	\$82.25	Fire Rock	Orange
Hamilton	American Rock Salt	\$80.78	Fire Rock	Orange
Herkimer	American Rock Salt	\$66.49	Fire Rock	Orange

(continued)

**LOT VI - TREATED SALT - TYPE II (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)**

COUNTY	CONTRACTOR	PRICE/ TON	PRODUCT NAME	DYE/ COLOR
Jefferson	American Rock Salt	\$68.75	Fire Rock	Orange
Lewis	American Rock Salt	\$73.28	Fire Rock	Orange
Madison	American Rock Salt	\$60.53	Fire Rock	Orange
Monroe	American Rock Salt	\$57.50	Fire Rock	Orange
Nassau	International Salt	\$97.84	Ice B' Gone	
Niagara	American Rock Salt	\$57.25	Fire Rock	Orange
Oneida	American Rock Salt	\$64.56	Fire Rock	Orange
Onondaga	American Rock Salt	\$58.16	Fire Rock	Orange
Ontario	American Rock Salt	\$56.84	Fire Rock	Orange
Orange	International Salt	\$80.93	Ice B' Gone	
Orange	American Rock Salt	\$82.12	Fire Rock	Orange
Oswego	American Rock Salt	\$62.02	Fire Rock	Orange
Otsego	American Rock Salt	\$73.42	Fire Rock	Orange
Putnam	International Salt	\$86.02	Ice B' Gone	
Putnam	American Rock Salt	\$88.90	Fire Rock	Orange
Rensselaer	International Salt	\$75.32	Ice B' Gone	
Rensselaer	American Rock Salt	\$77.94	Fire Rock	Orange
Rockland	International Salt	\$84.28	Ice B' Gone	
Rockland	American Rock Salt	\$91.80	Fire Rock	Orange
St. Lawrence	American Rock Salt	\$82.10	Fire Rock	Orange
Saratoga	International Salt	\$69.10	Ice B' Gone	
Saratoga	American Rock Salt	\$76.47	Fire Rock	Orange
Schenectady	International Salt	\$70.79	Ice B' Gone	
Schenectady	American Rock Salt	\$72.34	Fire Rock	Orange

(continued)

**LOT VI - TREATED SALT - TYPE II (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE) (Cont'd.)**

<b>COUNTY</b>	<b>CONTRACTOR</b>	<b>PRICE/ TON</b>	<b>PRODUCT NAME</b>	<b>DYE/ COLOR</b>
Schoharie	International Salt	\$72.89	Ice B' Gone	
Schoharie	American Rock Salt	\$77.20	Fire Rock	Orange
Steuben	American Rock Salt	\$55.01	Fire Rock	Orange
Suffolk	International Salt	\$99.32	Ice B' Gone	
Sullivan	American Rock Salt	\$78.82	Fire Rock	Orange
Ulster	International Salt	\$75.51	Ice B' Gone	
Ulster	American Rock Salt	\$79.96	Fire Rock	Orange
Warren	International Salt	\$77.82	Ice B' Gone	
Warren	American Rock Salt	\$81.79	Fire Rock	Orange
Washington	International Salt	\$75.75	Ice B' Gone	
Washington	American Rock Salt	\$81.58	Fire Rock	Orange
Wayne	American Rock Salt	\$61.75	Fire Rock	Orange
Westchester	International Salt	\$89.75	Ice B' Gone	
Westchester	American Rock Salt	\$92.87	Fire Rock	Orange
Cayuga & Seneca	American Rock Salt	\$59.95	Fire Rock	Orange
Chemung & Tioga	American Rock Salt	\$60.96	Fire Rock	Orange
Cortland & Tompkins	American Rock Salt	\$63.01	Fire Rock	Orange
Fulton & Montgomery	International Salt	\$72.81	Ice B' Gone	
Fulton & Montgomery	American Rock Salt	\$74.95	Fire Rock	Orange
Genesee & Orleans	American Rock Salt	\$52.90	Fire Rock	Orange
Schuyler & Yates	American Rock Salt	\$58.80	Fire Rock	Orange
Livingston & Wyoming	American Rock Salt	\$53.35	Fire Rock	Orange

(continued)

**NORMAL BUSINESS HOURS/WEEKENDS/HOLIDAYS:**

<b>Company</b>	<b>Normal Business Hours/Weekends/Holidays</b>
American Rock Salt Co. LLC	Monday – Friday, 7:30 a.m. – 4:00 p.m.; weekends as needed
Cargill Inc. Deicing Technology	Monday – Friday, 7:00 a.m. – 5:00 p.m.; weekends/holidays as needed After-hours callers are given the option to leave a message or be forwarded to an after-hours cell phone.
Gorman Bros., Inc.	Monday – Friday, 7:00 a.m. – 5:00 p.m.; weekends as needed
Innovative Municipal Products (US) Inc. d/b/a Innovative Surface Solutions	Monday – Friday, 7:00 a.m. – 5:00 p.m.
International Salt Company, LLC	Monday – Friday, 8:00 a.m. – 5:00 p.m. The toll-free number is connected to an around-the-clock answering service. In case of emergency or on weekends, someone from the answering service will contact the person who is on call and they will call you back immediately.
Millennium Roads, LLC	Monday – Friday, 8:00 a.m. – 5:00 p.m.; Saturday, 9:00 a.m. – 4:00 p.m.
SWP Enterprises LLC	

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

<b>Company</b>	<b>Contact Name</b>	<b>Contact Information</b>
American Rock Salt Co. LLC	Marcia Gavin	888/762-7258 585/991-6835 Fax: 585/243-7676 E-mail: marcia.gavin@americanrocksalt.com
Cargill Inc. Deicing Technology	Customer Service	800/600-7258 Fax: 440/716-0763 E-mail: pamela_burcewicz@cargill.com
Gorman Bros., Inc.	Edward A. House	518/462-5401 Fax: 518/462-1296 E-mail: sales@gormanroads.com
Innovative Municipal Products (US) Inc. d/b/a Innovative Surface Solutions	Jon Veeder/Dave Cook	800/257-5808 518/729-4319 Fax: 518/729-5181 E-mail: bids@innovativecompany.com
International Salt Company, LLC	Customer Service	888/388-4726 Ext. 2001 Toll-free Fax: 888/877-2499 Fax: 570/586-6463 E-mail: www.bids@iscosalt.com
Millennium Roads, LLC	Jeffrey Johnson	585/765-2621 Fax: 585/765-9736 E-mail: jeffreyjon@juno.com
SWP Enterprises LLC		
	John L. Hooker	585/728-3770 Fax: 585/728-9901 E-mail: jhooker@swpenterprises.com

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

(continued)

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<b>Company</b>	<b>Contact Name</b>	<b>Contact Information</b>
American Rock Salt Co. LLC	Jamie McClain	585/243-9510 Ext. 1403 Fax: 585/243-7676 Cellular: 585/519-5247 E-mail: <a href="mailto:jamie.mcclain@americanrocksalt.com">jamie.mcclain@americanrocksalt.com</a>
Cargill Inc. Deicing Technology	Customer Service	800/600-7258 Fax: 440/716-0763
Gorman Bros., Inc.	Edward A. House	518/462-5401 Fax: 518/462-1296 E-mail: <a href="mailto:ehouse@gormanroads.com">ehouse@gormanroads.com</a>
Innovative Municipal Products (US) Inc. d/b/a Innovative Surface Solutions	Jon Veeder/ Dave Cook	315/339-6496; 585/765-1046 Fax: 315/339-3273; 585/765-1045 Cell : 315/794-2996 ; 716/998-2218 E-mail: <a href="mailto:jveeder@innovativecompany.com">jveeder@innovativecompany.com</a> <a href="mailto:dcook@innovativecompany.com">dcook@innovativecompany.com</a>
International Salt Company, LLC	Customer Service	888/388-4726 Ext. 2001
Millennium Roads, LLC	Chase Johnson	Cell: 585/455-0848
SWP Enterprises LLC	John L. Hooker	585/728-3770 Fax: 585/728-9901 E-mail: <a href="mailto:jhooker@swpenterprises.com">jhooker@swpenterprises.com</a>

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**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.

**PURCHASE ORDERS:**

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

**CONTRACT BILLINGS AND PAYMENTS:**

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

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

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

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

**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.

**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.

(continued)

**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 New York State Procurement's Customer Services at 518-474-6717.

**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.

**EXTENSION OF USE:**

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

**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 herein.

If mutually agreed between the New York State Procurement 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 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.

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**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 to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

**1. Proof of Compliance with Workers' Compensation Coverage Requirements:**

An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Certificate of Workers' Compensation Insurance:
  - 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
  - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
- C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

**2. Proof of Compliance with Disability Benefits Coverage Requirements:**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
- C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST  
NAME:** The Office of General Services, New York State Procurement, Team 6, 38th floor, Corning Tower,  
Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

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**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in this 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.

The Procurement Council Guidelines are available at  
<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf> .

Non-contract vendors furnishing materials under "OGS or Less" shall meet the same qualifications as those required of contract vendors. In addition, non-contract vendors are subject to all other requirements and conditions appearing in this Invitation for Bids including Detailed Specifications, Appendix A, Appendix B and any and all applicable Purchasing Memoranda.

**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.

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

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

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

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.

**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.

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**ESTIMATED QUANTITIES:**

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 - IV:**

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 V and VI:**

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 - IV:**

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 V and VI:**

Minimum delivery shall be 22 tons per delivery location.

**CERTIFICATION:**

An independent certified analysis conducted within the PAST 3 YEARS showing compliance with all the previously mentioned requirements was submitted at the time of the 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.

**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.

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**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.

**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 forty-five (45) days after the close of each calendar quarter.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, 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. 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 County for Lot IV	Customer Name	Product Name	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	\$7,200.00
Broome	NYS DOT	Treated Salt	500 Tons	0	\$20,000.00	\$0
Grand Total Sales State and Non-State Agencies					\$20,000.00	\$7,200.00

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, New York State Procurement, 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.

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**DETAILED SPECIFICATIONS**

General Specifications 1, 2 and 3 apply to products offered that do not have a Beneficial Use Determination (BUD) from New York State Department of Environmental Conservation except that all products must contain 250 ppm or less Phosphorus, calculated on an undiluted basis, with or without a Beneficial Use Determination.

1. Scope - It is the intent of this specification to describe products that are required by New York State for use as snow and ice control agents on New York State roads and highways by the Department of Transportation, other State Agencies and Political Subdivisions.
2. Award was not made on any product that contained constituents in excess of the following established total concentration limits as tested in accordance with the listed test methodology noted in Test Section. Results are stated as Parts Per Million (ppm).

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 (Lots I-III and V)	0.50 ppm	Selenium	5.00 ppm
Copper (Lots IV and VI)	1.00 ppm	Mercury	0.05 ppm
Lead	1.00 ppm	Zinc	10.00 ppm

3. pH - The pH of submitted liquid chemical products shall be within the specified limits as designated in the appropriate Lots. The pH limit of liquid chemical products may be waived by the State for each of the liquid categories that require adherence to a specified pH range. The right to waive the pH limit will be at the discretion of the State. The State's decision to waive the pH requirement shall be in the best interest of the State and shall be final.

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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  $\text{CaCl}_2$  ; 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.

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  $\text{MgCl}_2$ .
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.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

**LOT II**

**LIQUID MAGNESIUM CHLORIDE  
CORROSION INHIBITED (Cont'd)**

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.

**LOT III**

**LIQUID CALCIUM CHLORIDE WITH  
ORGANIC BASED PERFORMANCE ENHANCER (OBPE)**

**Description:** Product offered shall be a blend of Liquid Calcium 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 Calcium 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% CaCl<sub>2</sub> 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.
6. The pH shall be 3.2 - 8.0
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)].

(continued)

PDETAILED SPECIFICATIONS (Cont'd)

**LOT III**

**LIQUID CALCIUM CHLORIDE WITH  
ORGANIC BASED PERFORMANCE ENHANCER (OBPE) (Cont'd)**

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.

**Example CaCl CHART**

**FREEZING POINT OF  
CALCIUM CHLORIDE BRINE  
\*\*EXAMPLE OF A 25% PRODUCT SUBMITTED\*\***

<b>% By Weight</b>	<b>Specific Gravity</b>	<b>Freezing Point Celsius</b>	<b>Freezing Point Fahrenheit</b>
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
<b>**25</b>	<b>**1.230</b>	<b>** -23.3</b>	<b>** -10.0</b>
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\*\***

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LOT IV

**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% MgCl<sub>2</sub> 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 24** of this specification.
6. The pH shall be 3.2 - 8.0
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.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

LOT IV

**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\*\*

<b>% By Weight</b>	<b>Specific Gravity</b>	<b>Freezing Point Celsius</b>	<b>Freezing Point Fahrenheit</b>
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\*\***

(continued)

DETAILED SPECIFICATIONS (Cont'd)

LOTS V & VI

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 41**.

**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.

(continued)

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DETAILED SPECIFICATIONS (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.

(continued)

DETAILED SPECIFICATIONS (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 the following page. 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 (Lot V)	0.50 ppm	Selenium	5.00 ppm
Copper (Lot VI)	1.00 ppm	Mercury	0.05 ppm
Lead	1.00 ppm	Zinc	10.00 ppm

(continued)

DETAILED SPECIFICATIONS (Cont'd)

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

**OTHER REQUIREMENTS:**

PARAMETER	REQUIREMENT	
	LOT V - TYPE I	LOT VI - TYPE II
Magnesium Chloride Concentration (w/v)	25% Min.	13 - 24%
pH	6.0 - 9.0	3.2 - 8.0
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 <b>conducted within the last 3 years</b> from an independent laboratory showing compliance with all the above listed requirements <b>INCLUDING</b> 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.

(continued)

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DETAILED SPECIFICATIONS (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.

(continued)

DETAILED SPECIFICATIONS (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:  $W_1$  = Initial weight of sample

$W_2$  = 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.

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DETAILED SPECIFICATIONS (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 NYSPRO 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".

(continued)

**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT  
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 NEW YORK STATE PROCUREMENT  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*

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