

25State 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 - REVISED

Title	:	Group 01800 – ROAD SALT, TREATED SALT, AND EMERGENCY STANDBY ROAD SALT (STATEWIDE)
		Classification Code(s): 12
Award Number	:	<u>22730</u> (Replaces Awards 22287 and 22513-SW)
Contract Period	:	September 1, 2013 – August 31, 2014
Bid Opening Date	:	September 4, 2013
Date of Issue	:	October 15, 2013 (Revised November 8, 2013)
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Carmen Story Title : Contract Management Specialist Phone : 518-486-9151 Fax : 518-486-6867 E-mail : Carmen.Story@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

**The New York State Procurement values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (rock salt) treated with corrosion inhibited liquid magnesium chloride – Types I and II. These are filed requirement contracts which require the contract user to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for solar salt. Automatic price increases become effective once deliveries exceed 120% of the contract user's filed requirement.

PR # 22730

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC66213	AMERICAN ROCK SALT CO., LLC. P.O. Box 190 5520 Rt. 63 Mount Morris, NY 14510	888-762-7258 585-243-9510 Ext. 1407 Jamie McClain Fax No. 585-991-6917 E-mail: Jamie.McClain@americanrocksalt.com Website: www.americanrocksalt.com	161516458 1000008297
PC66214	ATLANTIC SALT, INC. 134 Middle Street Suite 210 Lowell, MA 01852	978-453-4911 Donna Capillo Fax No. 978-251-8244 E-mail: dcapillo@easternminerals.com	132914699 1000026327
PC66215	<i>PLACE ORDERS FOR CARGILL:</i> CARGILL INCORPORATED D/B/A CARGILL INCORPORATED DEICING TECHNOLOGY BUSINESS UNIT 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070 <i>REMIT PAYMENTS FOR CARGILL:</i> CARGILL INCORPORATED P.O. Box 415927 Boston, MA 02241-5927	800-600-7258 Pamela Burcewicz Fax No. 440-716-0763 E-mail: Pamela_Burcewicz@cargill.com Or bid_cdt@cargill.com Website: www.cargilldeicing.com	410177680 1000048669
PC66216	INTERNATIONAL SALT COMPANY, LLC. 655 Northern Blvd. Clarks Summit, PA 18411	888-388-4726, Ext. 2001 Daniel P. Thompson Fax No. 570-586-6463 E-mail: bids@iscosalt.com Website: www.internationalsalt.com	522034785 1000009452
PC66217	MORTON SALT, INC. 123 North Wacker Drive Chicago, IL 60606-1743	312-807-2496 Anthony Patton Fax No. 312-807-2669 E-mail: apatton@mortonsalt.com Website: www.mortonsalt.com	273146174 1100010394
PC66218	NORTH AMERICAN SALT COMPANY 9900 West 109 th Street, Suite 100 Overland Park, KS 66210	913-344-9360 800-323-1641, x9360 Monica Lloyd Fax No. 913-338-7945 Lloydm@compassminerals.com Website: www.compassminerals.com	481047632 1000031899

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

<u>Company</u>	<u>Name</u>	<u>Phone Numbers</u>
American Rock Salt PO Box 190 5520 Rt. 63 Mt. Morris, NY 14510	Customer Service (Marcia, Michele, Chris, Heidi, Tammy)	888/762-7258 Fax: 585/243-7676 E-mail: customerservice@ameircanrocksalt.com Hours: Monday-Friday – 7:30am to 4:00pm Dec. 1 – April 1: 7:00 am to 4:30 pm Saturday and Sunday when needed

Atlantic Salt, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	Thomas Sullivan	978/453-4911 Fax: 978/251-8244 E-mail: TSullivan@easternminerals.com Hours: Monday-Friday – 8:00am to 5:00pm
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Cargill Inc. Deicing Technology, Business Unit 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	Customer Service	800/600-7258 Fax: 440/716-0763 E-mail: bid_cdt@cargill.com Hours: Monday-Friday – 7:00 am to 5:00 pm Weekends & Holidays as needed
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International Salt Company 655 Northern Blvd. Clarks Summit, PA 18411	Betsy Davis or Any Customer Service Representative	888/388-4726 and press option 1 Fax: 570/586-6463 E-mail: bids@iscosalt.com Hours: Monday-Friday – 8:00am to 5:00pm
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Morton Salt Inc. 123 North Wacker Drive Chicago, IL 60606-1743	Customer Service	888/800-8905 440/639-4200 Fax: 440/639-4205 E-mail: fairportcustomerservice@mortonsalt.com Hours: Monday-Friday – 7:00am to 4:00pm
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North American Salt Company 9900 West 109 th Street, Suite 100 Overland Park, KS 66210	Monica Lloyd	913/344-9360 or 800/323-1641 x 9360 Fax: 913/338-7945 E-mail: lloydm@compassminerals.com
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**PERSON/PERSONS TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURRING
AFTER BUSINESS HOURS OR ON WEEKENDS/HOLIDAYS:**

<u>Company</u>	<u>Name</u>	<u>Phone Numbers</u>
American Rock Salt	Jamie McClain or Customer Service	888/762-7258 or 585/261-7734 585/243-9510, Ext. 1403 Fax: 585/243-7676 Jamie's Cellular: 585/519-5247 E-mail: jamie.mcclain@americanrocksalt.com
Atlantic Salt, Inc.	Diana Banjany	718/816-7200 Fax: 718/981-8420 E-mail: saltladi333@aol.com
Cargill Inc. Deicing Technology	Customer Service	800/600-7258* Fax: 440/716-0763 *After-hours calls will be given an option to leave a message or be forwarded to an after-hour cell phone
International Salt Company	Customer Service	888/388-4726 and press option 1 E-mail: bids@iscosalt.com In emergencies after-hours or on weekends someone from the answering service will contact the person who is on call and they will call back immediately
Morton Salt Inc.	Eugene Ruffin	216/481-9215 Fax: 216/486-7688 E-mail: bids@mortonsalt.com
North American Salt Company	Pat Heenan	913/344-9301 or 800-323-1641 x 9301 Fax: 913/338-7945 E-mail: heenanp@compassminerals.com

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

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>.

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

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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.

POOR PERFORMANCE

Authorized Users should notify Procurement Services Group's Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services
New York State Procurement
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242
Customer Services E-mail: customer.services@ogs.ny.gov
Telephone: (518) 474-6717 / Fax: (518) 474-2437

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).

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 Appendix B, §39 Participation in Centralized Contracts. 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.state.ny.us/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.

EXTENSION OF USE:

These contracts 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 these contracts 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.

DELIVERY:

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

DELIVERY SCHEDULES:

Contractors shall be obligated to deliver under the resulting contract to any State agency which places a purchase order under contract, whether or not such delivery location is identified in the delivery schedules.

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

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

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.

DEBRIEFING:

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

NYSPro's DISPUTE RESOLUTION POLICY:

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

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.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT TERM:

This contract shall be in effect for one (1) year as specified herein.

CONTRACT EXTENSION:

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional one (1) year periods.

In the event a replacement Contract has not been issued at the time of Contract expiration, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) 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 (1) month extension), pricing, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$75,000.

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.

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.

CONTRACT BILLINGS AND PAYMENTS:

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

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

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

payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

RECEIPTS AND INVOICING:

Procurement Card Receipts:

For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each Delivery.

Invoices:

Contractor invoices must include detailed line item information to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish monthly reports containing total sales for both State agency and authorized non-state agency contract purchases no later than ten (10) days after the close of each calendar month. If the Contract period begins or ends in a fractional portion of a reporting month, only the actual Contract sales for this fractional period should be reported in the monthly report.

In addition to Contractor direct sales, Contractor shall submit sales information for all Authorized Resellers where such Contract sales are provided by other than the Contractor. Contractors shall specify if any Authorized Resellers are NYS Certified Minority and/or Women Owned Businesses Enterprises (MWBEs). Contractor shall verify such status through the Empire State Development directory of Minority and Women Owned Businesses at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services, New York State Procurement, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report format is the **minimum** information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with the *Poor Performance* section and may result in Contract cancellation and designation of Contractor as non-responsible.

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.

Business Participation Opportunities for MWBEs

OGS has conducted a comprehensive search and has determined that the Contract offers the following opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors in the following counties: **Albany, Bronx, Columbia, Dutchess, Erie, Genesee, Greene, Kings, Monroe, Nassau, Niagara, Onondaga, Orange, Orleans, Queens, Rensselaer, Schenectady, Suffolk, Ulster, and Wyoming.** However, Contractors located outside of the above referenced counties and not affected by established goals are 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 NYS Certified Businesses can be viewed at <http://www.esd.ny.gov/MWBE/directorySearch.html>.

For the following counties: Albany, Bronx, Columbia, Dutchess, Erie, Genesee, Greene, Kings, Monroe, Nassau, Niagara, Onondaga, Orange, Orleans, Queens, Rensselaer, Schenectady, Suffolk, Ulster, and Wyoming where contracts are awarded, for purposes of this award, OGS hereby establishes a goal of **10%** for Minority and Women-owned Business Enterprises (MWBE) participation (**5% MBE goal and 5% WBE goal**). A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

Contractors shall attempt to utilize, in good faith, any MWBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Monthly Compliance & Payment Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

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.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this IFB, 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, where applicable, 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.

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

PRICE:

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

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

PRICE ESCALATION BASED ON EXCEEDING 120% OF FILED REQUIREMENT:

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

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

FUEL PRICE 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 of road salt during the contract period. A monthly Purchasing Memorandum will be issued through the OGS Purchasers' Notification System and posted to the OGS website. Deliveries made after August 31 to meet minimum filed requirement obligations will use the fuel price adjustment in effect for August 31.
- Additional amount may be added or deducted on a monthly basis, from contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The New England PADD 1A shall be the designated posting for the adjustments. If this source becomes unavailable, unworkable, unsuitable, then another source may be selected by NYS OGS NYSPRO.
- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – August's prices will be used to determine September's adjustment). All prices will be rounded to two decimal places.
- If the published rate goes below the published rate in effect on the date of the bid opening, there shall be a deduction, a price reduction.

EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:

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

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

EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:

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

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

ADDITIONAL NOTES ON FULE PRICE ADJUSTMENT:

Should postings differ from current description and/or format, a posting determined by the Commissioner of General Services in his/her sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

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

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

PRICE ADJUSTMENT FOR RENEWALS:

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by OGS NYSPRO and each Contractor. NYSPRO's review may include appropriate indices as determined by NYSPRO, market conditions reflecting supply and demand, and other economic factors deemed appropriate by NYSPRO. 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.

LIQUIDATED DAMAGES:

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

order, and they agree that in the event of any such delay, the awarded contractor shall pay such amount as liquidated damages.

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

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

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

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

DELIVERY:

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

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

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

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

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

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

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

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

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

Although contractors are expected to make every effort to meet these delivery rates, some allowances may be made for extreme road and/or weather conditions (i.e., road closures which severely restrict truck traffic). Allowances must be approved by the Office of General Services, NYSPRO whose decision will be final. Delivery will be allowed during the weekend and on state holidays only if the contractor and the ordering agency mutually agree. No additional remuneration will be made for a Saturday, Sunday or holiday delivery.

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

(continued)

**GROUP 01800 – ROAD SALT, TREATED SALT AND EMERGENCY
STANDBY ROAD SALT (STATEWIDE)**

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

MINIMUM/MAXIMUM OBLIGATIONS:

State agencies and political subdivisions are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, customers with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities based on the sum of all their sites serviced by a supplier in each Lot.

When the end user is not able to take the minimum required amount, the salt contractor will store salt for the end user until December 31 of that calendar year (i.e., user did not take minimum by 8/31/14 – contractor will store through 12/31/14). If storage is necessary for an end user beyond 12/31/14, the salt contractor may offer storage at a per month rate. Delivery of stored salt between 9/1/14 and 5/31/15 shall meet the delivery requirements in Delivery section above.

CONTRACTOR STORAGE CHARGES:

Contractor Name	Price/Ton to Store to 12/31/14	Price/Ton/Month to Store After 12/31/14
American Rock Salt	\$3.60/ton	\$3.60
Atlantic Salt, Inc.	\$3.50/ton	\$3.50
Cargill, Inc. – Deicing	\$3.60/ton	\$9.00
International Salt Company	\$3.60/ton	\$3.60
Morton Salt, Inc.	\$3.60/ton	\$3.60
North American Salt Company	\$3.60/ton	\$3.60

CONTRACTOR TRUCKLOAD DELIVERIES:

Contractor Name	Truck Capacity
American Rock Salt	22 – 38 tons
Atlantic Salt, Inc.	22 – 35 tons
Cargill, Inc. – Deicing	20 – 38 tons
International Salt Company	28 – 40 tons
Morton Salt, Inc.	25 tons
North American Salt Company	23 – 34 tons

ROAD SALT – LOT I

County	Contractor	Item Number	Filed Requirement (Tons)	Price per Ton	Type of Salt
Albany	American Rock Salt Company	1	60,350	\$ 45.31	Rock
Allegany	Cargill Inc.	2	34,935	\$ 42.34	Rock
Bronx, Kings, New York, Queens, Richmond	Atlantic Salt Company	3	522	\$ 59.97	Rock & Solar
Broome	Cargill Inc.	4	59,754	\$ 38.33	Rock
Cattaraugus	American Rock Salt Company	5	64,688	\$ 44.91	Rock
Cayuga & Seneca	Cargill Inc.	6	43,338	\$ 35.69	Rock
Chautauqua	North American Salt Company	7	76,130	\$ 44.72	Rock
Chemung & Tioga	American Rock Salt Company	8	41,380	\$ 37.23	Rock
Chenango	Cargill Inc.	9	30,265	\$ 42.88	Rock
Clinton	Morton Salt Inc.	10	27,750	\$ 57.24	Rock
Columbia	International Salt Company	11	31,970	\$ 49.18	Rock
Cortland & Tompkins	Cargill Inc.	12	59,275	\$ 35.78	Rock
Delaware	American Rock Salt Company	13	41,970	\$ 48.57	Rock
Dutchess	International Salt Company	14	75,157	\$ 54.01	Rock
Erie	North American Salt Company	15	126,818	\$ 33.28	Rock
Essex	Cargill Inc.	16	18,230	\$ 63.39	Rock
Franklin	American Rock Salt Company	17	26,955	\$ 55.91	Rock
Fulton & Montgomery	Cargill Inc.	18	50,087	\$ 46.62	Rock
Genesee & Orleans	American Rock Salt Company	19	32,619	\$ 40.91	Rock
Greene	Cargill Inc.	20	23,377	\$ 48.43	Rock
Hamilton	North American Salt Company	21	18,590	\$ 53.16	Rock
Herkimer	Cargill Inc.	22	38,909	\$ 42.29	Rock
Jefferson	Cargill Inc.	23	65,835	\$ 48.84	Rock
Lewis	North American Salt Company	24	23,455	\$ 53.20	Rock
Livingston & Wyoming	American Rock Salt Company	25	23,562	\$ 39.22	Rock

(continued)

**GROUP 01800 – ROAD SALT, TREATED SALT AND EMERGENCY
STANDBY ROAD SALT (STATEWIDE)**

County	Contractor	Item Number	Filed Requirement (Tons)	Price per Ton	Type of Salt
Madison	American Rock Salt Company	26	24,810	\$ 40.83	Rock
Monroe	American Rock Salt Company	27	137,220	\$ 38.38	Rock
Nassau	Atlantic Salt Company	28	36,035	\$ 52.70	Rock & Solar
Niagara	North American Salt Company	29	57,808	\$ 35.96	Rock
Oneida	Cargill Inc.	30	85,840	\$ 39.64	Rock
Onondaga	Cargill Inc.	31	61,132	\$ 37.81	Rock
Ontario	American Rock Salt Company	32	68,795	\$ 35.31	Rock
Orange	Cargill Inc.	33	87,755	\$ 52.72	Rock
Oswego	Cargill Inc.	34	17,800	\$ 40.94	Rock
Otsego	Cargill Inc.	35	48,426	\$ 44.09	Rock
Putnam	Cargill Inc.	36	25,780	\$ 53.59	Rock
Rensselaer	American Rock Salt Company	37	41,020	\$ 45.05	Rock
Rockland	Atlantic Salt Company	38	41,775	\$ 52.00	Rock & Solar
St. Lawrence	North American Salt Company	39	34,572	\$ 42.48	Rock
Saratoga	International Salt Company	40	22,977	\$ 49.53	Rock
Schenectady	American Rock Salt Company	41	41,221	\$ 46.28	Rock
Schoharie	Cargill Inc.	42	25,240	\$ 46.74	Rock
Schuyler & Yates	American Rock Salt Company	43	15,750	\$ 34.99	Rock
Steuben	American Rock Salt Company	44	47,825	\$ 36.91	Rock
Suffolk	Atlantic Salt Company	45	85,639	\$ 56.60	Rock & Solar
Sullivan	Cargill Inc.	46	54,142	\$ 49.24	Rock
Ulster	Cargill Inc.	47	34,955	\$ 52.33	Rock
Warren	Cargill Inc.	48	40,910	\$ 54.72	Rock
Washington	American Rock Salt Company	49	31,091	\$ 50.74	Rock
Wayne	American Rock Salt Company	50	42,875	\$ 36.21	Rock
Westchester	Atlantic Salt Company	51	123,695	\$ 51.69	Rock & Solar

ON GROUND/DELIVERED INVENTORY:

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

- September 1, 2013 - 50% of filed requirement for area/awarded counties
- October 1, 2013 - 70% of filed requirement for area/awarded counties
- November 1, 2013 - 80% of filed requirement for area/awarded counties
- December 1, 2013 - 100% of filed requirement for area/awarded counties

After December 1, 2013, the contractor is obligated to maintain inventories adequate to provide deliveries as requested in the time frames and quantities requested. Any failure by the contractor to deliver under contract terms may result in a "Buy Against" to that contractor.

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

The above shall also apply to any contract extension but with the appropriate year used in place of 2013.

BUY AGAINST:

Contractors must supply in accordance with instructions on purchase orders and within the required delivery time. In the event of the contractor's failure to so deliver, purchases will be made from the Emergency Standby Contract (Lot 4). Purchases made under the Emergency Standby Contract will result in chargeback to the awarded contractor in this Invitation for Bids who fails to comply with delivery terms. In those instances where the Emergency Standby contract does not provide coverage for the customer, purchases in the open market will be made of the undelivered quantity. In either instance, the **customer must obtain authorization** from the Office of General Services, NYSPRO **prior** to making an emergency standby purchase or a purchase in the open market.

WEIGHT TICKETS:

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

OPTIONAL DELAYED BILLING PROGRAM:

Contractor, at its option, may participate in a delayed billing program for the benefit of political subdivisions for orders delivered during September, October, and November 2013. Payment would not be required until January 2014. This program would be available to encourage fall season filling of stockpiles and storage sheds and accommodate the budget process of the political subdivisions. This program would be coordinated directly by the end user with the particular contractor. Contractor may also delay crediting/debiting fuel price adjustments until the end of the contract with the concurrence of the end users. Contractor must advise end users how they intend to process invoices upon receipt of first purchase order for salt. No changes to agreed upon processing methodology may be made during the contract period.

DETAILED SPECIFICATIONS – ROAD SALT (CRUSHED & SOLAR), TYPE A

It is the intent of this specification to describe sodium chloride (ASTM D632 Type 1, Grade 1) crushed rock salt and/or solar salt, to be used for snow and ice control. Bids for both rock salt and solar salt will be allowed in the following Counties ONLY: Bronx, Kings, New York, Queens, Richmond, Nassau, Rockland, Suffolk, and Westchester. For all remaining counties, rock salt only will be allowed.

Chemical Composition

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

Size Grading – Rock Salt

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

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

(*1) A drying temperature of $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ may be used.

(*2) Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

Size Grading – Solar Salt

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

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

(*1) A drying temperature of 110°C ± 5°C may be used.

(*2) Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

Moisture Content (Crushed Rock Salt)

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

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

W¹ = initial weight of sample

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

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

Moisture Content (Solar Salt)

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

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

W¹ = initial weight of sample

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

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

Inhibitor Treatment

Salt shall be treated with an anticaking conditioner. The quantity of inhibitor used shall be in the range of 0.1 to 0.2 lbs/ton. Potential contractors shall supply with their bid a description of the inhibitor treatment used, quantity of inhibitor used per ton of salt, method of determining the presence of the treatment and information relative to

(continued)

the solubility and photodecomposition of the treating agent. Potential harm to the ecology caused by inhibitor treatment may be cause for rejection of a bid.

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

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

Sampling

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

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

Delivery

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

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

Contamination

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

Acceptance

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

Price Deductions

Moisture – Rock Salt

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

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

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

Moisture – Solar Salt

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

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

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

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

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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:

Reduced price per ton = delivered contract price x (1.00 - X)

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

General

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

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

Contamination

If the end user accepts contaminated salt as defined in Section 7.14.8 for operational reasons, a 10% price deduction may be placed on the contractor by the end user after consultation with the contractor and Office of General Services, NYSPRO.

Delivery

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

- Increased personnel costs due to demurrage
- Increased costs incurred for treatment of salt on hand to extend usage
- Costs for clean-up after required application of alternative snow and ice control materials (i.e. salt mixed with sand)

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

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”.

TREATED SALT - LOT 2 (TYPE I) AND LOT 3 (TYPE II)

Lot 2 – Treated Salt Type I

County	Contractor	Item Number	Filed Requirement (Tons)	Price per Ton	Finished Product Name
Albany	American Rock Salt Company	52	8,000	\$ 55.73	Blue Magic
Broome	Cargill Inc.	53	250	\$ 48.63	ClearLane
Cayuga	Cargill Inc.	54	2,945	\$ 44.56	ClearLane
Chautauqua	American Rock Salt Company	55	350	\$ 54.16	Blue Magic
Chenango	Cargill Inc.	56	200	\$ 53.66	ClearLane
Columbia	Cargill Inc.	57	95	\$ 59.87	ClearLane
Cortland	Cargill Inc.	58	1,800	\$ 45.65	ClearLane
Essex	Cargill Inc.	59	25,600	\$ 74.41	ClearLane
Franklin	Cargill Inc.	60	4,500	\$ 73.69	ClearLane
Greene	Cargill Inc.	61	665	\$ 58.65	ClearLane
Herkimer	Cargill Inc.	62	3,786	\$ 56.82	ClearLane
Jefferson	American Rock Salt Company	63	2,700	\$ 60.56	Blue Magic
Lewis	American Rock Salt Company	64	550	\$ 63.03	Blue Magic
Madison	American Rock Salt Company	65	1,915	\$ 51.28	Blue Magic
Montgomery	Cargill Inc.	66	475	\$ 58.29	
Oneida	Cargill Inc.	68	7,850	\$ 52.83	ClearLane
Onondaga	Cargill Inc.	69	9,705	\$ 48.17	ClearLane
Orange	Cargill Inc.	70	1,235	\$ 63.89	ClearLane
Rensselaer	Cargill Inc.	71	760	\$ 59.97	ClearLane
Rockland	American Rock Salt Company	72	950	\$ 82.09	Blue Magic
Schenectady	Cargill Inc.	73	333	\$ 62.53	ClearLane
Sullivan	Cargill Inc.	74	150	\$ 61.04	ClearLane
Ulster	Cargill Inc.	75	2,233	\$ 65.31	ClearLane
Warren	Cargill Inc.	76	2,100	\$ 66.53	ClearLane
Washington	Cargill Inc.	77	350	\$ 69.20	ClearLane
Westchester	American Rock Salt Company	78	95	\$ 85.80	Blue Magic

(continued)

**GROUP 01800 – ROAD SALT, TREATED SALT AND EMERGENCY
STANDBY ROAD SALT (STATEWIDE)**

Lot 3 – Treated Salt Type II

County	Contractor	Item Number	Filed Requirement (Tons)	Price per Ton	Finished Product Name
Albany	International Salt Company	79	500	\$ 62.88	Ice B' Gone
Chautauqua	American Rock Salt Company	80	10,070	\$ 57.74	Fire Rock
Clinton	North American Salt Company	81	1,000	\$ 78.58	Thawrox
Dutchess	International Salt Company	82	3,080	\$ 71.01	Ice B' Gone
Erie	American Rock Salt Company	83	14,298	\$ 51.70	Fire Rock
Genesee	American Rock Salt Company	84	5,890	\$ 49.90	Fire Rock
Monroe	American Rock Salt Company	85	5,140	\$ 52.05	Fire Rock
Ontario	American Rock Salt Company	86	5,820	\$ 53.15	Fire Rock
Orleans	American Rock Salt Company	87	300	\$ 51.90	Fire Rock
Otsego	American Rock Salt Company	88	700	\$ 71.35	Fire Rock
St Lawrence	North American Salt Company	89	500	\$ 79.29	Thawrox
Seneca	American Rock Salt Company	90	1,825	\$ 56.95	Fire Rock
Steuben	American Rock Salt Company	91	60	\$ 55.01	Fire Rock
Tioga	American Rock Salt Company	92	500	\$ 60.96	Fire Rock
Warren	International Salt Company	94	400	\$ 72.69	Ice B' Gone
Wayne	American Rock Salt Company	93	500	\$ 59.95	Fire Rock

(continued)

MINIMUM ORDER:

Minimum order shall be 22 tons.

DELIVERY REQUIREMENTS:

Product shall be shipped in bulk delivery.

All shipments of product shall be totally covered with a waterproof, non-porous tarpaulin or similar sheeting material. Torn, ripped or mesh 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.

CERTIFICATION:

An independent certified analysis conducted within the PAST YEAR showing compliance with all the mentioned requirements must be submitted with 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 clean up expenses without limitation.

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.

BUY AGAINST:

Contractors must supply in accordance with instructions on purchase orders and within the required delivery time stated herein. In the event of the contractor's failure to so deliver, at the discretion of the end user, purchase of the undelivered quantity in the open market at the contractor's expense will be authorized or the non-complying product - late delivery - price deduction will be applied. The location involved **must** notify the Office of General Services, NYSPRO of the non-delivery and allow NYSPRO to ascertain if immediate delivery can be made by the contractor.

In the event that open market treated salt is not readily available as noted in the previous paragraph, the end user may purchase road salt, in lieu of treated salt, for the undelivered quantity from the Emergency Standby Road Salt Contract (Lot 4). Any price difference above the contract price of road salt (Lot 1) will be deducted from future payments, or billed to the treated salt contractor. The supplier of the road salt in this case may not be the non-performing supplier of the treated salt (Lot 2 and Lot 3). The Office of General Services, NYSPRO must approve the use of this option.

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.

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 or leaching during all normal use and storage conditions. Dye utilized shall be non-toxic, non-staining, and environmentally benign.

Contractors will advise Office of General Services NYSPRO as to the color the final product will be when applied to end user's treated salt.

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.

Example MgCl₂ CHART

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

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

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

**DETAILED SPECIFICATIONS – TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH
CORROSION INHIBITED MAGNESIUM CHLORIDE, TYPE I AND TYPE II)**

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 (containing corrosion inhibited liquid magnesium chloride), or Type II (containing corrosion inhibited liquid magnesium chloride and an organic based performance enhancer [OBPE]). The defining characteristics of Type I and Type II treatment can be found summarized in the table found **on the preceding page**.

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 produce 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-D-632.

A.3 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.

(continued)

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. Penalties 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.

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 (with or without Organic Based Performance Enhancer, OBPE)

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, amongst other things, to inhibit the corrosiveness of the product. The offered product shall meet all of the requirements for EITHER Type I or Type II listed on page 43. Bidder shall identify on the Vendor Supplied Data Sheet which type product is being offered. Product of either type must comply with the General Chemical Requirements section also shown below.

GENERAL CHEMICAL REQUIREMENTS:

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

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

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

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

OTHER REQUIREMENTS:

PARAMETER	REQUIREMENT	
	LOT 2 - TYPE I	LOT 3 - TYPE II
Magnesium Chloride Concentration (w/v)	25% Min.	13 < 25%
pH	6.0 - 9.0	3.2 - 7.5
Eutectic (Freezing) Point	-20 Deg. F or Lower	-20 Deg. F or Lower
Total Solids (w/w After 1 Hr. @ 105°C)	No Requirement	35% Min.
Organic Based Performance Enhancer (OBPE)	No Requirement	12% Min.
Corrosivity	A 3% solution of the product shall have a corrosion value at least 70% less than that of a 3% solution of Sodium Chloride when tested by NACE Standard TM-01-69 as modified by the PNS (Pacific Northwest Snowfighters)	
Settleable Solids	Shall contain not greater than 1.0% (v/v) total settleable solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.	Shall contain not greater than 4.0% (v/v) total settleable solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.
Freezing Point Table	Bidder shall supply a table showing the Freezing Point vs Specific Gravity for varying dilutions of product in water, starting at 5% and continuing up to and including the percentage needed to reach the eutectic (freezing) point.	
Chemical Analysis	Bidder shall supply a certified analysis conducted within the last year from an independent laboratory* showing compliance with all the above listed requirements INCLUDING those listed in the GENERAL CHEMICAL REQUIREMENT section above. Exceptions to the requirements must be stated and the State reserves the right to reject the product.	
BOD5 (Biological Oxygen Demand)	No Requirement	Bidder shall provide BOD5 expressed in mg/l

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

*Independent laboratory is defined as a laboratory that is certified to perform the required analyses by the USEPA and/or NYS Department of Health Environmental Laboratory Approval Program (ELAP).

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 effects in the handling or usage of the product or routine maintenance of the storage facility.

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 D632.
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 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.

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. Penalties imposed because of deviation from specifications may be imposed on the total day's delivery.

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. Cost incurred include, but are not limited to the following:

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

AGENCY WILL SUBMIT TO OFFICE OF GENERAL SERVICES, PROCUREMENT SERVICES GROUP SUPPORTING DOCUMENTATION FOR NON-COMPLYING PRODUCT - DELIVERY - PRICE DEDUCTION. OFFICE OF GENERAL SERVICES, PROCUREMENT SERVICES GROUP 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”.

EMERGENCY ROAD SALT (LOT 4)

County	Contractor	Item Number	Price per Ton	Type of Salt
Albany	Cargill Inc.	95	\$ 89.00	
Albany	International Salt Company	95	\$ 80.88	
Allegany	American Rock Salt Company	96	\$ 58.54	Rock
Allegany	North American Salt Company	96	\$ 54.20	
Bronx, Kings, New York, Queens, Richmond	American Rock Salt Company	97	\$ 99.81	Rock
Bronx, Kings, New York, Queens, Richmond	Cargill Inc.	97	\$ 125.00	
Bronx, Kings, New York, Queens, Richmond	International Salt Company	97	\$ 100.45	
Broome	American Rock Salt Company	98	\$ 70.31	Rock
Cattaraugus	North American Salt Company	99	\$ 50.60	
Cattaraugus	Cargill Inc.	99	\$ 89.50	
Cayuga & Seneca	American Rock Salt Company	100	\$ 64.40	Rock
Chautauqua	American Rock Salt Company	101	\$ 69.26	Rock
Chautauqua	Morton Salt Inc.	101	\$ 85.27	
Chautauqua	Cargill Inc.	101	\$ 104.50	
Chemung & Tioga	Cargill Inc.	102	\$ 89.00	
Chenango	American Rock Salt Company	103	\$ 75.06	Rock
Clinton	American Rock Salt Company	104	\$ 87.59	Rock
Clinton	North American Salt Company	104	\$ 60.94	
Clinton	Cargill Inc.	104	\$ 99.75	
Columbia	American Rock Salt Company	105	\$ 82.13	Rock
Columbia	Cargill Inc.	105	\$ 89.00	
Cortland & Tompkins	American Rock Salt Company	106	\$ 69.85	Rock
Delaware	Cargill Inc.	107	\$ 89.00	
Delaware	International Salt Company	107	\$ 97.32	

(continued)

**GROUP 01800 – ROAD SALT, TREATED SALT AND EMERGENCY
STANDBY ROAD SALT (STATEWIDE)**

County	Contractor	Item Number	Price per Ton	Type of Salt
Dutchess	American Rock Salt Company	108	\$ 91.65	Rock
Dutchess	Cargill Inc.	108	\$ 95.00	
Erie	American Rock Salt Company	109	\$ 61.29	Rock
Erie	Cargill Inc.	109	\$ 93.50	
Essex	American Rock Salt Company	110	\$ 88.92	Rock
Essex	North American Salt Company	110	\$ 68.45	
Franklin	Morton Salt Inc.	111	\$ 89.21	
Franklin	North American Salt Company	111	\$ 60.03	
Franklin	Cargill Inc.	111	\$ 89.20	
Fulton & Montgomery	American Rock Salt Company	112	\$ 80.61	Rock
Fulton & Montgomery	International Salt Company	112	\$ 84.36	
Genesee & Orleans	North American Salt Company	113	\$ 50.85	
Genesee & Orleans	Cargill Inc.	113	\$ 87.50	
Greene	American Rock Salt Company	114	\$ 82.14	Rock
Greene	International Salt Company	114	\$ 84.41	
Hamilton	American Rock Salt Company	115	\$ 88.15	Rock
Hamilton	Cargill Inc.	115	\$ 87.990	
Herkimer	American Rock Salt Company	116	\$ 75.31	Rock
Jefferson	American Rock Salt Company	117	\$ 76.65	Rock
Jefferson	North American Salt Company	117	\$ 57.61	
Lewis	American Rock Salt Company	118	\$ 78.69	Rock
Lewis	Cargill Inc.	118	\$ 89.00	
Livingston & Wyoming	Cargill Inc.	119	\$ 89.00	
Madison	Cargill Inc.	120	\$ 89.00	
Monroe	North American Salt Company	121	\$ 53.98	
Monroe	Cargill Inc.	121	\$ 85.50	

(continued)

**GROUP 01800 – ROAD SALT, TREATED SALT AND EMERGENCY
STANDBY ROAD SALT (STATEWIDE)**

County	Contractor	Item Number	Price per Ton	Type of Salt
Nassau	American Rock Salt Company	122	\$ 99.49	Rock
Nassau	Cargill Inc.	122	\$ 125.00	
Nassau	International Salt Company	122	\$ 92.95	
Niagara	American Rock Salt Company	123	\$ 63.56	Rock
Niagara	Cargill Inc.	123	\$ 95.00	
Oneida	American Rock Salt Company	124	\$ 72.73	Rock
Onondaga	American Rock Salt Company	125	\$ 65.77	Rock
Ontario	Cargill Inc.	126	\$ 89.00	
Orange	American Rock Salt Company	127	\$ 89.03	Rock
Orange	International Salt Company	127	\$ 97.02	
Oswego	American Rock Salt Company	128	\$ 68.07	Rock
Oswego	North American Salt Company	128	\$ 56.35	
Otsego	American Rock Salt Company	129	\$ 78.70	Rock
Otsego	International Salt Company	129	\$ 92.16	
Putnam	American Rock Salt Company	130	\$ 95.77	Rock
Putnam	International Salt Company	130	\$ 94.20	
Rensselaer	Cargill Inc.	131	\$ 89.00	
Rensselaer	International Salt Company	131	\$ 81.94	
Rockland	American Rock Salt Company	132	\$ 94.36	Rock
Rockland	Cargill Inc.	132	\$ 89.00	
Rockland	International Salt Company	132	\$ 88.79	
St. Lawrence	American Rock Salt Company	133	\$ 80.70	Rock
St. Lawrence	Cargill Inc.	133	\$ 108.00	
St. Lawrence	Morton Salt Inc.	133	\$ 86.10	
Saratoga	American Rock Salt Company	134	\$ 81.50	Rock
Saratoga	Cargill Inc.	134	\$ 89.00	

(continued)

**GROUP 01800 – ROAD SALT, TREATED SALT AND EMERGENCY
STANDBY ROAD SALT (STATEWIDE)**

County	Contractor	Item Number	Price per Ton	Type of Salt
Schenectady	Cargill Inc.	135	\$ 89.00	
Schenectady	International Salt Company	135	\$ 81.49	
Schoharie	American Rock Salt Company	136	\$ 83.59	Rock
Schoharie	International Salt Company	136	\$ 85.55	
Schuyler & Yates	Cargill Inc.	137	\$ 89.00	
Steuben	Cargill Inc.	138	\$ 99.00	
Suffolk	American Rock Salt Company	139	\$ 108.90	Rock
Suffolk	Cargill Inc.	139	\$ 125.00	
Suffolk	International Salt Company	139	\$ 93.83	
Sullivan	American Rock Salt Company	140	\$ 82.98	Rock
Ulster	American Rock Salt Company	141	\$ 88.25	Rock
Ulster	International Salt Company	141	\$ 88.55	
Warren	American Rock Salt Company	142	\$ 80.91	Rock
Warren	International Salt Company	142	\$ 90.69	
Warren	North American Salt Company	142	\$ 68.52	
Washington	Cargill Inc.	143	\$ 89.00	
Washington	International Salt Company	143	\$ 89.68	
Wayne	Cargill Inc.	144	\$ 89.00	
Westchester	American Rock Salt Company	145	\$ 99.25	Rock
Westchester	Cargill Inc.	145	\$ 112.00	
Westchester	International Salt Company	145	\$ 94.36	

It is the intention of the Emergency Standby Road Salt (Lot 4) to provide a limited use Contract Award to be utilized when emergency purchases of road salt are necessary (i.e. to be used for an impending storm when reserves are insufficient and the primary contractor is unable to make a delivery when needed by the user). This contract award is a multiple award contract where one or more contractors have an award for a county. There are two ways orders may be placed:

1. The end user should contact the contractor with the lowest price for the county and place an order. If the lowest price contractor cannot fulfill the order, the end user should contact the next low bidder and so on.
- OR
2. The end user may send a Quick Quote to all contractors in the county and use the results to place a purchase order. The Quick Quote should address delivery time which may be a factor in the choice of contractors.

State agencies and municipalities who filed requirements for the current road salt contract - Group 01800 Lot 1 may make purchases from this contract if their current awarded contractor on Group 01800 Lot 1 is unable to supply and may “chargeback” the difference in price to their original contractor on Group 01800 Award. **These purchases may be made only after the Contractor has failed to perform and authorization for the purchase has been granted by Office of General Services NYSPRO.**

Special note regarding use of Lot 4 contract awards: The Office of General Services NYSPRO may, on a case by case basis, approve emergency purchases to be made by state agencies and municipalities who filed requirements under Lots 2 and 3 (Treated Salt – Type I and Type II). In these cases, road salt would be provided in lieu of treated salt. State agencies and municipalities may chargeback the difference in salt price to their original treated salt contract on Group 01800 Award. The vendor providing emergency road salt in lieu of treated salt may not be the non-performing supplier of the treated salt (Lot 2 and Lot 3).

The difference between the current awarded price for Lot 1 (Road Salt) and the amount paid under Lot 4 (Emergency Standby Road Salt) award invoices may be deducted or “charged back” by either:

1. Deduct the increased amount from the amount due to the contractor on current Lot 1 Award.
- OR
2. If an invoice is not due the contractor from current Lot 1 Award, the contractor may be invoiced the amount due.

In either case, the Office of General Services NYSPRO should have already given authorization and should receive a copy of the transaction. Contract users should document in detail the following:

- The date purchase orders were placed with their current contractor
- The quantity(ies) ordered
- The date(s) and quantity(ies) received
- Current Inventory
- All correspondence with current contractor relative to late delivery(ies)

This information should be faxed to Elise Relyea at (518) 474-1160 or emailed to: elise.relyea@ogs.ny.gov

Upon receipt, the information will be reviewed and the contract user will be contacted by NYSPRO. If permission is granted for a purchase, contractor and end-user will be contacted via e-mail or fax. The end-user must attach the e-mail/fax granting permission and all documentation previously submitted to NYSPRO (as referenced in the above 5 bullets) to their purchase order when processing for payment.

PRICE:

Price shall include all customs duties and charges and be net per ton, F.O.B. destination designated by the ordering agency within their county.

PRICE REDUCTIONS:

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

QUICK QUOTE/PRICE CALCULATION:

After receiving OGS NYSPRO approval, agencies should review all applicable contractors and place an order with the lowest priced contractor for that county. If that contractor cannot fill the order or cannot fill within the timeframe required, agencies should contact the next low bidder and so on.

OR

The end user may send a Quick Quote to all contractors in the county and use the results to place a purchase order. The Quick Quote should address delivery time which may be a factor in the choice of contractors.

Agencies may try to obtain lower prices by sending out a quick quote form to all contractors in their county. If bid security is an issue, the agency can require bids to be sealed and opened publicly.

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

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

PRICE ADJUSTMENT FOR RENEWALS:

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by NYSPRO and the Contractors. NYSPRO’s review may include appropriate indices as determined by NYSPRO, market conditions reflecting supply and demand, and other economic factors deemed appropriate by NYSPRO.

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.

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.

DELIVERY REQUIREMENTS:

Product shall be shipped in bulk delivery.

All shipments of product shall be totally covered with a waterproof, non-porous tarpaulin or similar sheeting material. Torn, ripped or mesh 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.

DETAILED SPECIFICATIONS – ROAD SALT (CRUSHED & SOLAR) TYPE A

See the Detailed Specifications contained in Section Road Salt – Lot I

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

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