

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 32100 - CALCIUM CHLORIDE - FLAKE & PELLET (All State Agencies & Political Subdivisions) Classification Code(s): 12
Award Number	:	<u>22346</u> (Replaces Award 21694)
Contract Period	:	July 1, 2011 through June 30, 2012
Bid Opening Date	:	April 20, 2011
Date of Issue	:	August 10, 2011
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

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

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

Description

This Award provides technical grade of hydrous calcium chloride, which is offered in flake or pellet physical form. Product is delivered by truckload in moisture proof 50 lb. bags.

PR # 22346

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC65508 SB	DART SEASONAL PRODUCTS, INC. 2 Basile Ct. Woodmere, NY 11598	800/207-1234 516/569-7669, Ext. 202 Barry Wachsler Fax: 516/569-3270 Email: barry@dartsp.com Web Site: www.dartsp.com - Catalog Available on Internet - Offers Electronic Access Ordering - Accepts NYS Procurement Card for Orders up to \$15,000	133726525
PC65509	FLOR-DRI SUPPLY CO., INC. 5450 W. Jefferson Ave. Detroit, MI 48209-3114	800/356-7374, Ext. 103 313/843-6460, Ext. 103 Deanna Parker Fax: 313/843-8948 Email: deannaparker@flordrisupply.com Web Site: www.flordrisupply.com - Catalog Available on Internet	382355040
PC65510	SCOTWOOD INDUSTRIES, INC. 12980 Metcalf Ave. Suite 240 Overland Park, KS 66213	800/844-2022, Ext. 207 913/851-3500, Ext. 207 Rick Belzer Fax: 913/851-3377 Email: rbelzer@scotwoodindustries.com Web Site : www.scotwoodindustries.com - Catalog Available on Internet - Offers Electronic Access Ordering - Accepts Procurement Card for Orders up to \$15,000	480902272

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

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

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

(continued)

NOTE TO AUTHORIZED USERS:

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

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

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

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

PRICE:

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

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

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 (see below).

MINIMUM ORDER:

Minimum order shall be truckload delivery as indicated herein.

ZONES:

Zones are grouped by Counties as indicated below:

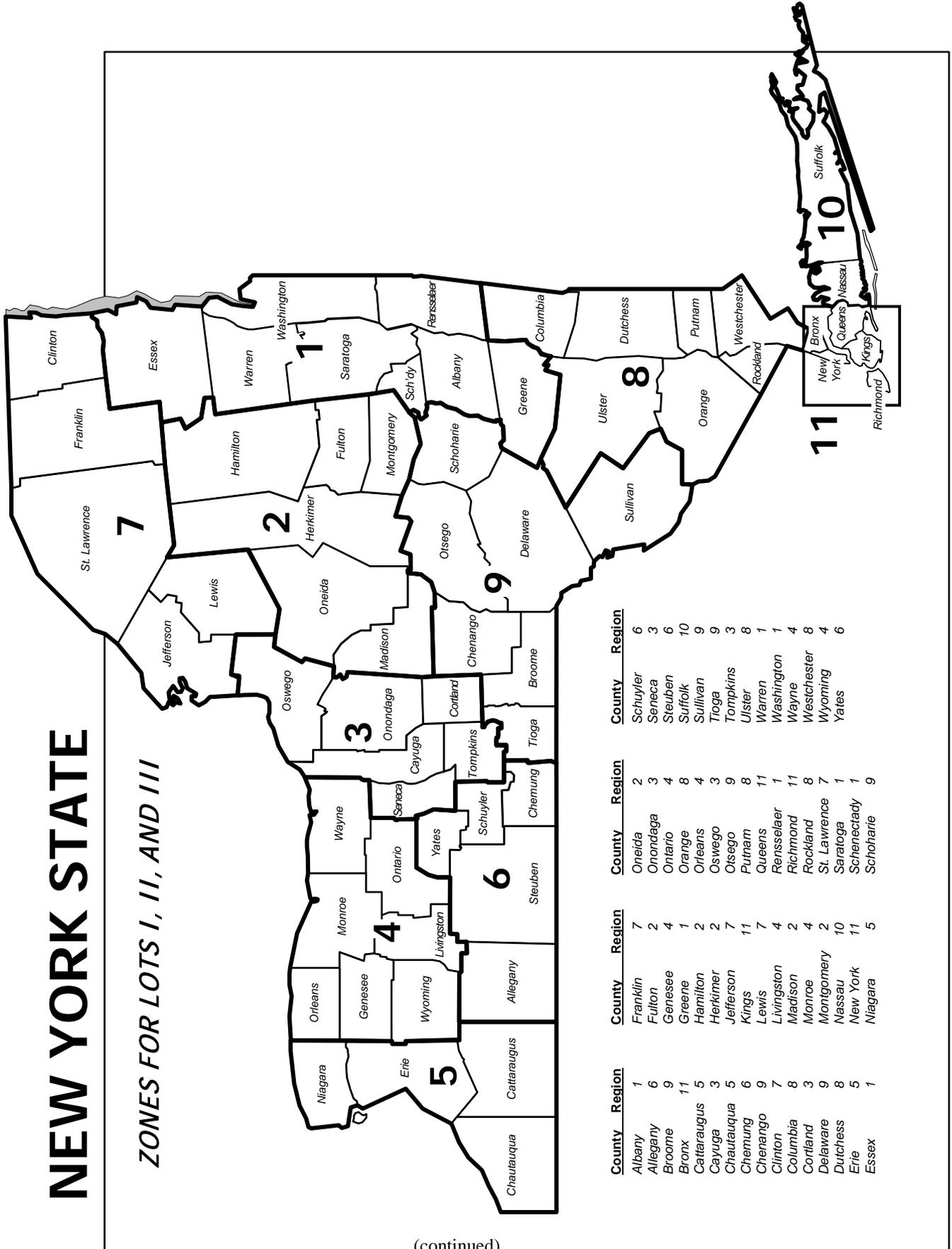
1	2	3	4	5
Albany Essex Greene Rensselaer Schenectady Warren Washington	Fulton Hamilton Herkimer Madison Montgomery Oneida	Cayuga Cortland Onondaga Oswego Seneca Tompkins	Genesee Livingston Monroe Ontario Orleans Wayne Wyoming	Cattaraugus Chautauqua Erie Niagara

(continued)

ZONES: (Cont'd)

6	7	8	9	10	11
Allegany	Clinton	Columbia	Broome	Nassau	Bronx
Chemung	Franklin	Dutchess	Chenango	Suffolk	Kings
Schuyler	Jefferson	Orange	Delaware		Queens
Steuben	Lewis	Putnam	Otsego		New York
Yates	St. Lawrence	Rockland	Schoharie		Richmond
		Ulster	Sullivan		
		Westchester	Tioga		

(continued)



(continued)

LOT 1 - CALCIUM CHLORIDE FLAKE - 77-82% CALCIUM CHLORIDE:

CONTRACTOR	ZONE	EST. QTY (TONS)	DELIVERED PRICE PER TON	MINIMUM TRUCKLOAD TONS	DAYS TO MAKE DELIVERY	MANUFACTURER
Scotwood Industries, Inc.	1	70	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	2	25	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	3	15	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	4	15	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	5	15	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	6	15	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	7	20	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	8	210	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	9	25	\$356.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	10	40	\$366.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.
Scotwood Industries, Inc.	11	30	\$361.00	21.6 Tons	3-5	TianjinQingyuan International Trading Co.

END OF LOT 1

(continued)

LOT 2 - CALCIUM CHLORIDE FLAKE - 83% MINIMUM CALCIUM CHLORIDE:

CONTRACTOR	ZONE	EST. QTY (TONS)	DELIVERED PRICE PER TON	MINIMUM TRUCKLOAD TONS	DAYS TO MAKE DELIVERY	MANUFACTURER
Flor-Dri Supply Co. Inc.	1	130	\$365.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	2	25	\$357.20	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	3	15	\$357.20	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	4	15	\$357.20	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	5	15	\$357.20	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	6	15	\$357.20	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	7	45	\$362.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	8	65	\$362.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	9	95	\$362.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	10	40	\$381.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	11	65	\$376.00	22.4 Tons	7	Occidental Chemical

END OF LOT 2

(continued)

LOT 3 - CALCIUM CHLORIDE PELLET - MINIMUM 90% CALCIUM CHLORIDE:

CONTRACTOR	ZONE	EST. QTY (TONS)	DELIVERED PRICE PER TON	MINIMUM TRUCKLOAD TONS	DAYS TO MAKE DELIVERY	MANUFACTURER
Flor-Dri Supply Co. Inc.	1	90	\$417.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	2	15	\$410.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	3	30	\$410.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	4	35	\$410.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	5	45	\$410.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	6	15	\$410.00	22.4 Tons	7	Occidental Chemical
Flor-Dri Supply Co. Inc.	7	45	\$413.60	22.4 Tons	7	Occidental Chemical
Dart Seasonal Products Inc.	8	75	\$398.00	22.4 Tons	2	Dart Seasonal
Flor-Dri Supply Co. Inc.	9	15	\$413.60	22.4 Tons	7	Occidental Chemical
Dart Seasonal Products Inc.	10	115	\$398.00	22.4 Tons	2	Dart Seasonal
Dart Seasonal Products Inc.	11	120	\$398.00	22.4 Tons	2	Dart Seasonal

END OF LOT 3

(continued)

PERSON RESPONSIBLE FOR EXPEDITING NEW YORK STATE CONTRACT ORDERS:				
CONTRACTOR	CONTACT	PHONE #	TOLL FREE#	FAX #
Dart Seasonal Products Inc	Barry Wachsler	516/569-7669 Ext. 202	800/207-1234	516/569-3270
Flor-Dri Supply Co.	Deanna Parker	313/843-6460 Ext. 103	800/356-7374 Ext. 103	313/843-8948
Scotwood Industries	Rick Belzer	913/851-3500 Ext. 207	800/844-2022 Ext. 207	913/851-3377

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURRING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS:				
CONTRACTOR	CONTACT	PHONE #	TOLL FREE #	CELL #
Dart Seasonal Products	Barry Wachsler	516/569-7669 Ext. 202	800/207-1234	845/222-6222
Flor-Dri Supply Co.	Greg Even	313/843-6460 Ext. 109	800/356-7374 Ext. 109	313/333-1148
Scotwood Industries	Ashlee Matthews	913/851-3377	800/844-2022	NA

Dart Seasonal Products - Hours - M-F - 9am -5pm
 Flor-Dri - Hours - M-F - 8am - 4:30pm
 Scotwood - Hours - M-F - 8am - 5pm, CST

* *

(continued)

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

NOTE TO CONTRACTOR:

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

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

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

DEBRIEFING:

Contractors 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.

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.

(continued)

CONTRACT BILLINGS AND PAYMENTS: (Cont'd)

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.

PSG's DISPUTE RESOLUTION POLICY:

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

CANCELLATION FOR CONVENIENCE

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

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

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.

CONTRACT PERIOD AND RENEWALS:

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

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

(continued)

PRICE ADJUSTMENT CLAUSE FOR RENEWALS:

Price adjustments for renewals shall be based on the most recently published Producer Price Index (PPI)* on the date of the bid opening for "Chemicals and Allied Products" series ID WPU06130283 divided by the published Producer Price Index for "Chemicals and Allied Products" series ID WPU06130283 at the time of the renewal.

The result equals a multiplier. A multiplier greater than 1 will result in an increase in price. A multiplier of less than one will result in a decrease in price.

For subsequent renewals, the price adjustment shall be based on the most recently published Producer Price Index (PPI) using the month of the original bid opening and the current year's posting for "Chemicals and Allied Products" series ID WPU06130283 divided by the published Producer Price Index for "Chemicals and Allied Products" series ID WPU06130283 at the time of the renewal.

For example, if the PPI for series ID WPU06130283 on the date of the bid opening was 166.6 and the PPI at the time of renewal was 179.3. The calculation would be 179.3 divided by 166.6 = 1.08. 1.08 is the multiplier (price adjustments will be rounded to two decimal places). If the awarded price for the zone was \$350.00 per ton, the calculation would be as follows: $\$350.00 \times 1.08 = \378.00 . The renewal price for the zone would now be \$378.00.

***Price adjustments will NOT be recalculated if PPI changes due to change in (P) status**

SHORT TERM EXTENSION:

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

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

(continued)

REPORT OF CONTRACT PURCHASES:

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

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

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

SOLD IN ZONE #	NAME OF POLITICAL SUBDIVISION OR STATE AGENCY SOLD TO	# OF 50 LB BAGS (FLAKE/PELLET) SOLD TO STATE AGENCIES	# OF 50 LB BAGS (FLAKE/PELLET) SOLD TO POLITICAL SUBDIVISIONS	TOTAL \$ VALUE SOLD TO STATE AGENCIES	TOTAL \$ VALUE SOLD TO POLITICAL SUBDIVISIONS
3	Dept. Transportation	800 Flake		\$4,000	
3	ABC City		800 Pellet		\$4,000

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

EMERGENCY PURCHASING:

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

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.

(continued)

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW): (Cont'd)

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

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

WEIGHT TICKET:

All shipments of bulk product shall be accompanied by a weight ticket of a licensed weighmaster indicating the producer, and net weight of the delivery. The certification must bear the weighmaster's signature.

NOTE:

Trucks shall be properly covered to protect material from the elements.

IDENTIFICATION:

Each container shall bear a label with the following information thereon.

Name and Address of the Manufacturer
Trade Mark or Trade Name
Contents and Net Weight of Same
Percentage of Calcium Chloride (CaCl₂)

PALLETIZATION:

Contractor shall furnish commodity palletized, maximum weight 2000 lbs. (40 bags). Material to be in 50 lb. moisture-proof bags.

Pallets of equal value will be exchanged at time of delivery, or as arranged between the contractor and the respective agency.

TOXIC SUBSTANCES:

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, which sheet shall include for each such substance the information outlined in Section 876 of the State Labor Law.

REBATES:

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

(continued)

DETAILED SPECIFICATIONS

SCOPE:

This specification outlines the requirements for a technical grade of hydrous calcium chloride. Product is offered in flake or pellet physical form.

REQUIREMENTS:

LOT 1. & LOT 2 CALCIUM CHLORIDE FLAKE:

The calcium chloride offered in flake form shall conform to the requirements of A.S.T.M. Specification D 98-05 (or latest revision) except as listed in Table 1 and 2 below.

LOT 3. CALCIUM CHLORIDE PELLET:

The calcium chloride offered in pellet form shall conform to the requirements of A.S.T.M. Specification D 98-05 (or latest revision) except as listed in Table 1 and 2 below.

TABLE 1: CHEMICAL REQUIREMENTS

<u>Requirement</u>	<u>LOT 1 - FLAKE</u> <u>ASTM Type S</u> <u>Grade 1 - Class</u> <u>A</u>	<u>LOT 2 - FLAKE</u> <u>ASTM Type S</u> <u>Class A</u>	<u>LOT 3 -</u> <u>PELLET</u> <u>ASTM Type S</u> <u>Grade 2 - Class B</u>
CaCl ₂ (Min. % by weight)	77.0 - 82.0	83 Minimum	90.0
Total Alkali Chlorides as NaCl, (Max. % by weight, anhydrous basis)	8.0	8.0	8.0
Total Magnesium as MgCl ₂ , (Max. % by weight, anhydrous basis)	0.5	0.5	0.5
Other impurities, not including water, (Max. % by weight, anhydrous basis)	1.0	1.0	1.0

TABLE 2: SIEVE ANALYSIS REQUIREMENTS

<u>Sieve Size</u>	<u>Mass % Passing</u>	
	<u>LOT 1 & 2 FLAKE</u>	<u>LOT 3 PELLET</u>
3/8" (9.5mm)	100	100
No. 4 (4.75mm)	80-100	80-100
No. 20 (850 microns)	No Req.	0-10
No. 30 (600 microns)	0-5	0-5

PACKAGING:

The calcium chloride shall be delivered in moisture proof bags containing 50 lbs. (22.679 kg) each.

Each bag shall bear a label with the following information thereon.

- Name and Address of the Manufacturer
- Trade Mark or Trade Name
- Contents and Net Weight of Same
- Percentage of Calcium Chloride (CaCl₂)

(continued)

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

(continued)