



Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 31502 Comprehensive Bituminous Concrete (Asphalt Mix and Cold Patch) (Statewide) Classification Code(s): 30
Award Number	: 23371 (Replaces Award 23291)
Contract Period	: April 1, 2025 to March 31, 2027
Bid Opening Date	: December 12, 2024
Date of Issue	: April 1, 2025 (<i>Revised 01/29/2026</i>)
Specification Reference	: SPEC-949 dated October 15, 2024
Contractor Information	: Appears on Pages 4-22 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jose DeAndres Title : Contract Management Specialist 3 Phone : 518-474-3024 E-mail : Jose.DeAndres@ogs.ny.gov	<p style="text-align: center;">Procurement Services Customer Services</p> Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Description

Bituminous Concrete is a mixture of stone of various sizes and liquid bituminous material. The mixture is heated and proportioned in a bituminous concrete plant and compacted on a road in a heated state. Once the material cools, it becomes a hard durable material. Bituminous concrete is used for road maintenance. Cold patch is also referred to as stockpile patch. It is a non-heated mixture of liquid bituminous material and stone of various sizes and special ingredients that allow it to be easily handled for placement in potholes but hardens when compacted in those same potholes.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23371

(continued)

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SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70617	All States Construction, Inc. dba Gorman Construction 200 Church Street Albany, NY 12202 Albany County	Toll-Free #: 1-800-332-7795 Phone #: 518-462-5401 x5109 Contact: Kayla Bessette Email: kbessette@asmg.com Website: www.asmg.com	04-2216868 1000011021
<p><i>Contractor <u>does not</u> accept orders using NYS Procurement Card</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u> Phone #: 518-932-8676 Contact: Kayla Bessette Email: kbessette@asmg.com</p> <p style="text-align: center;">Business Hours: 8:00am – 4:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70618	Alliance Asphalt, LLC 790 Lawrence Street Rome, NY 13440	Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com	84-1954898 1100253493
SB 55	Oneida County	Website: www.materialsandgravel.com/alliance-asphalt	
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u> Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com</p> <p style="text-align: center;">Business Hours: 6:00am – 4:00pm (M-F) Saturday: 1/2 Day by Appointment Only</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70619	Asphalt Supply of Long Island, LLC 56 Comsewogue Road East Setauket, NY 11733	Phone #: 631-473-0200 Contact: Helene Vecchia Email: asphaltsupply@optonline.net	46-2449664 1100136087
SB 6	Suffolk County		
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u> Phone #: 631-365-5235 Contact: Joesph Arpino Email: joesp@optonline.net</p> <p style="text-align: center;">Business Hours: 7:00am – 3:30pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70620 SB 100	Barre Stone Products, Inc. 14120 West Lee Road Albion, NY 14411 Orleans County	Phone #: 585-589-4481 Contact: Mark D. Keeler Email: mkeeler@keelerconstruction.com Website: www.barrestone.com	16-1274400 1000007971
<p><i>Contractor <u>does not</u> accept orders using NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 585-589-4481 Contact: Mark D. Keeler Email: mkeeler@keelerconstruction.com</p> <p>Business Hours: 8:00am – 5:00pm (M-F) Saturday: Seasonal</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70621	Barrett Paving Materials, Inc. 26572 NYS Route 37 Watertown, NY 13601 Jefferson County	Phone #: 315-788-2037 Contact: Jeremy Brown Email: jbrown@barrett paving.com Website: www.barrett paving.com	13-3003901 1000038867
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 315-788-2037 Contact: Jeremy Brown Email: jbrown@barrett paving.com</p> <p>Business Hours: 8:00am – 4:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70622 SB 1	Black Gold Industries, Inc. PO Box 306 Ridge, NY 11961 Suffolk County	Phone #: 631-878-1676 Contact: Nick Garone Email: xcel123@aol.com	05-0620795 1100010716
<p><i>Contractor <u>does not</u> accept orders using NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 631-878-1676 Contact: Nick Garone Email: xcel123@aol.com</p> <p>Business Hours: 9:00am – 5:00pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70623 SB 72	Broome Bituminous Products, Inc. 416 Prentice Road Vestal, NY 13850 Broome County	Phone #: 607-729-0498 Contact: Daniel W. Gates Email: dgates@broomebit.com	16-1275720 1000015652
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 607-729-0498 Contact: Daniel W. Gates Email: dgates@broomebit.com</p> <p>Business Hours: 7:00am – 5:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70624 SB 3	Broome-Tioga Bituminous Products, Inc. 3818 State Route 17C Tioga, NY 13845 Tioga County	Phone #: 607-729-0498 Contact: Walt Rouse Email: wrouse@broomebit.com	45-1154292 1100024751
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 607-729-0498 Contact: Walt Rouse Email: wrouse@broomebit.com</p> <p>Business Hours: 7:00am – 5:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70625	Callanan Industries, Inc. PO Box 15097 Albany, NY 12212-5097 Albany County	Toll-Free #: 1-800-446-8649 Phone #: 518-225-2539 Contact: James Elacqua Email: CallananCapitalBids@callanan.com Website: www.callanan.com	14-1539261 1000027416
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Toll-Free #: 1-800-446-8649 Phone #: 518-225-2539 Contact: James Elacqua Email: james.elacqua@callanan.com</p> <p>Business Hours: 7:00am – 4:00pm (M-F) Saturday & Sunday: Seasonal – Please Contact First</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70626 SB 4	Cambria Asphalt Products, Inc. 5204 Lockport Junction Road Lockport, NY 14103 Niagara County	Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com	26-4502642 1100080634
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com</p> <p>Business Hours: 7:00am – 3:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70627 SB 4	Chenango Concrete Corporation 145 Podpadic Road Richmondville, NY 12149 Schoharie County	Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com Website: www.Lancasterdevelopment.com	16-1296603 1000015698
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com</p> <p>Business Hours: 8:00am – 5:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70628	Cobleskill Stone Products, Inc. PO Box 220, 112 Rock Road Cobleskill, NY 12043 Schoharie County	Phone #: 518-365-1736 Contact: Mike M. Moore Email: mmoore@cobleskillstone.com	14-1646795 1000006949
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 518-365-1736 Contact: Mike M. Moore Email: mmoore@cobleskillstone.com</p> <p>Business Hours: 6:00am – 4:30pm (M-F) Saturday: 7:00am – 12:00 noon / Closed Sunday</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70629 SB 7	Colarusso Blacktop, a Division of A. Colarusso & Son, Inc. 91 Newman Rd, PO Box 302 Hudson, NY 12534 Columbia County	Phone #: 518-828-3218 Contact: Sean McCarthy Email: smccarthy@acolarusso.com Website: www.acolarusso.com	14-1424400 1000006693
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 518-821-0432 Contact: JR Heffner Email: jrh@acolarusso.com</p> <p>Business Hours: 7:00am – 4:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70630 SB 34	County Line Stone Co., Inc. 4515 Crittenden Road Akron, NY 14001 Erie County	Phone #: 716-542-5435 Contact: Melissa Sedita Email: melissa@clstone.us Website: www.clstone.us	16-0836378 1000007535
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 716-542-5435 Contact: Bradley M. Buyers Email: brad@clstone.us</p> <p>Business Hours (M-F): Winter – 7:00am – 3:30pm Saturday & Sunday: May – October 7:00am – 12:00 noon</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70631 SB 20	Cushing Stone Company, Inc. 725 State Highway 5S Amsterdam, NY 12010 Montgomery County	Phone #: 518-887-2521 Contact: James M. Loucks Email: cushingstone@cranesville.com	14-0594140 1000006626
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 518-858-2774 Contact: James M. Loucks Email: cushingstone@cranesville.com</p> <p>Business Hours: 7:00am – 4:00pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70632 SB 88	Dalrymple Gravel & Contracting Co., Inc. 2105 South Broadway Pine City, NY 14871 Chemung County	Phone #: 607-737-6200 Cell #: 607-738-5651 Contact: Jason Strawser Email: jstrawser@dalgravel.com or estimating@dalgravel.com	16-0399910 1000007432
<i>Contractor accepts NYS Procurement Card for orders from \$1 up to \$10,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-737-6200 Cell #: 607-738-5651 Contact: Jason Strawser Email: jstrawser@dalgravel.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70633	Dolomite Products Company, Inc. 800 Parker Hill Drive, Suite 400 Rochester, NY 14625 Monroe County	Phone #: 607-968-1156 Contact: Jonathan Cook Email: jcook@dolomitegroup.com	16-0410930 1000007433
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-968-1156 Contact: Jonathan Cook Email: jcook@dolomitegroup.com			
Business Hours: 7:00am – 3:45pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70634 SB 6	East Island Asphalt Corp. 1217 Speonk Riverhead Road Speonk, NY 11972 Suffolk County	Phone #: 631-878-8127 Contact: Jen Puco Email: jpuco@rosemar.com	20-4608101 1100013221
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-466-2037 Contact: Jen Puco Email: jpuco@rosemar.com			
Business Hours: 7:00am – 5:00pm (M-F) Saturday & Sunday: As Needed			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70635 SB 6	Elmira Road Materials, LLC 170 East Service Road Binghamton, NY 13901 Broome County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 607-245-6101 Contact: Jeffrey M. O'Brien Email: JeffOBrien@ermllcny.com	20 8422330 1000016804
		<u>Emergency or Weekends/Holidays</u> Phone #: 607-245-6101 Contact: Jeffrey O'Brien Email: JeffOBrien@ermllcny.com Business Hours: 7:00am – 3:00pm (M-F) Saturday: 7:00am – Noon	
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70636	Gernatt Asphalt Products, Inc. 13870 Taylor Hollow Road Collins, NY 14034 Erie County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 716-532-3371 Contact: Matthew De Vinney Email: mdevinney@gernatt.com Website: www.gernatt.com	16-0847121 1000007542
		<u>Emergency or Weekends/Holidays</u> Phone #: 716-532-3371 Contact: Matthew De Vinney Email: mdevinney@gernatt.com Business Hours: 7:00am – 4:30pm (M-F) Saturday & Sunday: 7:00am – Noon (Seasonal Only)	
<u>Note: OGS has executed a contract assignment for (PC70637) Heidelberg Materials Northeast NY, LLC</u> <u>The contract has been assigned to (PC70899) Heidelberg Materials Northeast, LLC</u>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70637	Heidelberg Materials Northeast NY, LLC		16-0928494 1000028456
PC70899	Heidelberg Materials Northeast, LLC 5126 So. Onondaga Road, PO Box A Nedrow, NY 13120 Onondaga County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 315-727-8839 Contact: James LeMura Email: james.lemura@heidelbergmaterials.com	24-0649400 1100340116
		<u>Emergency or Weekends/Holidays</u> Phone #: 315-727-8839 Contact: James LeMura Email: james.lemura@heidelbergmaterials.com Business Hours: 8:00am – 5:00pm (M-F)	

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70638 SB 10	HH Rauh Paving, Inc. 2209 Allen Street Extension Jamestown, NY 14701 Chautauqua County	Phone #: 716-664-1900 Contact: Tyler Nelson/Steve McGill Email: tyler@hhrauhpaving.com or smcgill@hhrauhpaving.com	20-1156331 1100254470
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u> Phone #: 716-397-7469 Contact: Tyler Nelson Email: tyler@hhrauhpaving.com</p> <p style="text-align: center;">Business Hours: 8:00am – 5:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70639	Holcim Quarries NY, Inc. 75 Pineview Dr, Suite #100 Amherst, NY 14228 Erie County	Phone #: 716-505-5300 Contact: Kim Paul Email: kimberly.paul@holcim.com Website: www.holcim.com	16-1375200 1100221864
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u> Phone #: 716-783-2405 Contact: John Norton Email: john.norton@holcim.com</p> <p style="text-align: center;">Business Hours: 8:00am – 4:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70640 SB 50	J.E. Sheehan Contracting Corporation 208 Sissonville Road Potsdam, NY 13676 St. Lawrence County	Phone #: 315-265-8427 Contact: Nick Sheehan Email: nicksheehan@jesheehan.net	16-1247659 1000028876
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u> Phone #: 315-212-0785 Contact: Nick Sheehan Email: nicksheehan@jesheehan.net</p> <p style="text-align: center;">Business Hours: 7:00am – 5:00pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70641	Jamestown Macadam, Inc. 74 Walden Avenue Jamestown, NY 14701 Chautauqua County	Phone #: 716-664-5108/716-499-4927 Contact: Steve Russo Email: srusso@jmi-corp.com Website: www.jmi-corp.com	16-0971315 1000007629
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 716-664-5108/716-499-4927 Contact: Steve Russo Email: srusso@jmi-corp.com			
Business Hours: 7:00am – 4:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70642	Jocar Asphalt, LLC dba Rason Materials PO Box 530 Old Bethpage, NY 11804 Nassau County	Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com	45-4924901 1100080600
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70643	Jointa Lime Company 269 Ballard Road Wilton, NY 12831 Saratoga County	Phone #: 518-584-2421 Contact: Peter Fitzgerald Email: pbfitzgerald@dacollins.com Website: https://dacollinscompanies.com/	14-0784630 1100176453
<i>Contractor <u>accepts</u> NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-365-9879 Contact: Peter Fitzgerald Email: pbfitzgerald@dacollins.com			
Business Hours: 8:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70644	Kings Park Materials, LLC PO Box 530 Old Bethpage, NY 11804 Nassau County	Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com	82-4822716 1100220659
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70645	Lydel Brookhaven Corp. 19B Stiriz Road Brookhaven, NY 11719	Phone #: 631-878-8127 Contact: Jen Puco Email: jpuco@rosemar.com	27-2218892 1100089610
SB 10	Suffolk County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-466-2037 Contact: Jen Puco Email: jpuco@rosemar.com			
Business Hours: 7:00am – 5:00pm (M-F) Saturday & Sunday: As Needed			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70646	Monticello Black Top Corp. PO Box 95, 80 Patio Drive Thompsonville, NY 12784	Phone #: 845-434-7280 Contact: Joseph W. Gottlieb Email: gotteng@verizon.net	14-1483537 1100254501
SB 4	Sullivan County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 845-856-2390 Contact: Joseph W. Gottlieb Email: gotteng@verizon.net			
Business Hours: 7:00am – 3:30pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70647 SB 5	Morlyn Asphalt Corp. 1936 State Route 17B White Lake, NY 12786 Sullivan County	Phone #: 845-250-4001 Contact: Maureen Cowger Email: maureenc@mastenterprises.com Website: www.mastenterprises.com	14-1809680 1000027942
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u></p> <p style="text-align: center;">Phone #: 845-798-5097 Contact: Luke Bernas Email: lukeb@mastenterprises.com</p> <p style="text-align: center;">Business Hours: 7:00am – 4:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70648	New Castle Asphalt, LLC 125 Defreest Drive Troy, NY 12180 Rensselaer County	Phone #: 518-729-5782 Contact: Lou Callahan Email: Lcallahan@newcastleasphalt.com	27-3457889 1100056556
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u></p> <p style="text-align: center;">Phone #: 518-874-6029 Contact: Kenneth Rifenburg Email: Krifenburg@canllc.net</p> <p style="text-align: center;">Business Hours: 7:00am – 4:00pm (M-F) Saturday & Sunday: Upon Request</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70649	New Enterprise Stone & Lime Co, Inc. 500 Como Park Blvd. Buffalo, NY 14227 Erie County	Phone #: 716-826-7310 Contact: Robert Warrington Email: Rwarrington@nesl.com Website: www.nesl.com	23-1374051 1100008287
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p style="text-align: center;"><u>Emergency or Weekends/Holidays</u></p> <p style="text-align: center;">Phone #: 716-339-5339 Contact: Denise Jozwiak Email: djozwiak@nesl.com</p> <p style="text-align: center;">Business Hours: 7:00am – 4:00pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70650 SB 14	Northern Asphalt, LLC 6131 East Taft Road North Syracuse, NY 13212 Onondaga County	Phone #: 585-370-4002 Contact: Richard J. Riccelli Email: richard.riccelli@riccellienterprises.com Website: www.riccelli-northern.com	46-5087422 1100176439
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 585-370-4002 Contact: Richard J. Riccelli Email: richard.riccelli@riccellienterprises.com			
Business Hours: 8:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70651	N.Y. Materials, LLC. 29 Edison Avenue Mount Vernon, NY 10550 Westchester County	Phone #: 914-699-3370 Contact: Joseph Palushaj Email: joe@rcaasphalt.com	01-0575979 1000010879
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 914-512-3948 Contact: Joseph Palushaj Email: joe@rcaasphalt.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70652	Pallette Stone Corporation 269 Ballard Road Wilton, NY 12831 Saratoga County	Phone #: 518-584-2421 Contact: David Santos Email: dsantos@dacollins.com Website: www.dacollinscompanies.com	14-0951322 1000006634
<i>Contractor <u>accepts</u> NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-365-9879 Contact: David Santos Email: dsantos@dacollins.com			
Business Hours: 8:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70653	Peckham Materials Corp. 763 Schoharie Turnpike Athens, NY 12015 Greene County	Phone #: 518-792-3157 (O) or 315-289-2868 (C) Contact: Caleb Edelstein Email: cedel@peckham.com Website: www.peckham.com	14-1470013 1000006732
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-792-3157 (O) or 315-289-2868 (C) Contact: Caleb Edelstein Email: cedel@peckham.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70654	Posillico Materials, LLC 1750 New Highway Farmingdale, NY 11735 Suffolk County	Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com Website: www.posillicoinc.com	11-2528502 1000037948
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com			
Business Hours: 8:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70655	Posillico Materials East, LLC 1750 New Highway Farmingdale, NY 11735 Suffolk County	Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com Website: www.posillicoinc.com	82-2131723 1100201579
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com			
Business Hours: 8:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70656	PRO Asphalt, LLC 800 Canal Street Mount Vernon, NY 10550 Westchester County	Phone #: 914-699-3370 Contact: Adriane Casterella Email: Adriane@PROAsphaltNY.com	81-3396938 1100200093
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 914-263-3701 Contact: Adriane Casterella Email: Adriane@PROAsphaltNY.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70657	Rason Materials, Inc. PO Box 530 Old Bethpage, NY 11804 Nassau County	Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com	84-2606244 1100254429
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70658	RCA Asphalt, LLC. 7 Edison Avenue Mount Vernon, NY 10550 Westchester County	Phone #: 914-263-3701 Contact: Adriane Casterella Email: sales@RCAAsphalt.com Website: www.RCAAsphalt.com	13-4031958 1000013476
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 914-263-3701 Contact: Adriane Casterella Email: sales@RCAAsphalt.com			
Business Hours: 7:00am – 3:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70659	Scatt Materials Corp. 44 South 4 th Street Bay Shore, NY 11706 Suffolk County	Phone #: 631-586-0554 Contact: Thomas Pratt Email: TPratt@PrattBrothers.com	11-2607021 1000054341
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-586-0554 Contact: Thomas Pratt Email: TPratt@PrattBrothers.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70660	Seneca Stone Corporation 2747 Canoga Road Seneca Falls, NY 14871	Phone #: 315-729-3173 Contact: Scott Buck Email: sales@senecastone.com	16-1124518 1000007782
SB 81	Seneca County		
<i>Contractor accepts NYS Procurement Card for orders from \$1 up to \$5,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 315-729-3173 Contact: Scott Buck Email: sales@senecastone.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70661	Shelby Crushed Stone, Inc. 10830 Blair Road Medina, NY 14103	Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com	20-2421945 1000018998
SB 14	Orleans County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com			
Business Hours: 7:00am – 3:30pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70662 SB 73	Spallina Materials, Inc. PO Box 89 West Bloomfield, NY 14585 Monroe County	Phone #: 585-658-2248 Contact: Todd Krenzer Email: tkrenzer@spallinamaterials.com Website: www.spallinamaterials.com	20-4484008 1000008635
<p><i>Contractor accepts NYS Procurement Card for orders from \$1,000 up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 585-233-8084 Contact: Todd Krenzer Email: tkrenzer@spallinamaterials.com</p> <p>Business Hours: 7:00am – 3:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70663	Suit-Kote Corporation 1911 Lorings Crossing Road Cortland, NY 13045 Cortland County	Toll-Free # 800-622-5636 Phone #: 315-238-7053 x351 Contact: Brian Pepper Email: bpepper@suit-kote.com Website: www.suit-kote.com	16-1177189 1000007846
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 607-591-9234 Contact: Joe Peronne Email: jperonne@suit-kote.com</p> <p>Business Hours: 7:30am – 4:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70664	Tetz Asphalt, LLC 63 Cemetery Road Middletown, NY 10940 Orange County	Phone #: 845-591-9491 Contact: Joe Tetz III Email: jtetz3@peckham.com Website: www.peckham.com	20-8397319 1000019951
<p><i>Contractor <u>does not</u> accept NYS Procurement Card</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 845-591-9191 Contact: Joe Tetz III Email: jtetz3@peckham.com</p> <p>Business Hours: 7:00am – 4:00pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70665 SB 50	T. H. Kinsella, Inc. PO Box 7 Fayetteville, NY 13066 Onondaga County	Phone #: 315-637-3390 Contact: Greg Tracy Email: gtracy@thkinsella.com Website: www.kinsellaquarries.com	16-0927249 1000007600
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 315-247-3612 Contact: Greg Tracy Email: gtracy@thkinsella.com</p> <p>Business Hours: 7:00am – 4:15pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70666 SB 55	Thalle Industries, Inc. 172 Route 9 Fishkill, NY 12550 Dutchess County	Phone #: 845-896-5156 x2 Contact: Taylor Brown Email: tbrown@thalleindustries.com	13-3277028 1000054739
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 914-291-3689 Contact: Michael Keahon Email: mkeahon@thalleindustries.com</p> <p>Business Hours: 6:00am – 3:30pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70667	Tilcon New York, Inc. 9 Entin Road Parsippany, NJ 07054 Out of State	Toll-Free #: 800-789-7625 Phone #: 973-366-7741 Contact: Don Moore Email: dcmoore@tilconny.com Website: www.tilconny.com	06-1032119 1000036520
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Toll-Free #: 800-789-7625 Phone #: 973-366-7741 Contact: Don Moore Email: dcmoore@tilconny.com</p> <p>Business Hours: 6:00am – 5:00pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70668 SB 64	Tri-City Highway Products, Inc. 145 Podpadic Road Richmondville, NY 12149 Schoharie County	Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com Website: www.lancasterdevelopment.com	16-1634151 1000044200
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com</p> <p>Business Hours: 8:00am – 5:00pm (M-F)</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70669 SB 55	Troy Sand & Gravel Co., Inc. 34 Grange Road West Sand Lake, NY 12196 Rensselaer County	Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com Website: www.troysand&gravel.com	20-3172003 1000055560
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com</p> <p>Business Hours: 6:00am – 4:00pm (M-F) Saturday: 1/2 Day by Appointment</p>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70670	Unique Paving Materials Corp. 3993 East 93 rd Street Cleveland, OH 44105 Out of State	Toll-Free #: 1-800-441-4880 Phone #: 216-441-4880 Contact: Customer Service Email: CS@UniquePavingMaterials.com	34-1601338 1000031353
<p><i>Contractor accepts NYS Procurement Card for orders up to \$50,000 with a minimum purchase of 1 ton Cold Mix.</i></p> <p><u>Emergency or Weekends/Holidays</u> Phone #: 585-944-6660 Contact: Tony Guizzotti Email: tguizzotti@uniquepavingmaterials.com</p> <p>Business Hours: 7:30am – 4:30pm (M-F)</p>			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70671	Upstone Materials, Inc. 111 Quarry Road Plattsburgh, NY 12901 Clinton County	Toll-Free #: 518-807-1456 or 518-536-3627 Phone #: 518-807-1456 or 518-536-3627 Contact: Jonathan Maginn or Wendy Miller Email: jmaginn@upstonematerials.com or wmillers@upstonematerials.com	82-1158917 1100184717
<i>Contractor accepts NYS Procurement Card for orders from \$30 up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Toll-Free #: 518-807-1456 Phone #: 518-807-1456 Contact: Jonathan Maginn Email: jmaginn@upstonematerials.com			
Business Hours: 7:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70672	Vestal Asphalt, Inc. 201 Stage Road Vestal, NY 13850	Phone #: 607-341-3383 Contact: Chris Musser Email: dispatch@vestalaspalt.com	16-1201418 1000007868
SB 83	Broome County	Website: www.vestalaspalt.com	
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-641-2667 Contact: Jim Unkel Email: contracts@vestalaspalt.com			
Business Hours: 7:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70673	William E. Dailey, Inc. 295 Airport Road Shaftsbury, VT 05265 Out of State	Phone #: 518-791-7417 Contact: Dan Dearstynne Email: ddear@peckham.com Website: www.peckham.com	03-0191348 1000042655
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-791-7417 Contact: Dan Dearstynne Email: ddear@peckham.com			
Business Hours: 8:00am – 4:30pm (M-F)			

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

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

(See "Purchasing Card Orders & Invoicing and Payment" Sections 6.8 and 6.9 in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

SECTION 1: CONTRACTOR INFORMATION (Cont'd)

1.2 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.

1.3 Recycled, Remanufactured and Energy Efficient Products

Procurement Services 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

1.4 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).

SECTION 1: CONTRACTOR INFORMATION (Cont'd)

1.5 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$45,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.6 Procurement Instructions for Authorized Users

The resultant Contracts will be issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

SECTION 2: QUICK QUOTE

2.1 How to Use the Contract

How do I choose a contractor for Hot Mix Asphalt or Cold Patch?

To look for Hot Mix Asphalt or Cold Patch Contractors, please refer to the price pages published on the OGS Procurement Services webpage. The price pages contain the maximum price that the contractor can charge for each item. That price may be lowered through the Quick Quote process.

May I buy from any contractor or do I have to choose only from the contractors listed in my DOT Region or county?

Authorized Users of this contract can choose ANY of the contractors listed in this Contract Award Notification, without restrictions. Only Contractors that listed in this award may be used as part of this contract.

There are no purchasing restrictions by NYSDOT Region or by County when selecting a contractor. Please consider all the closest listed awardees located in your county and all the counties around you (including the surrounding counties that fall in a different NYSDOT Region) before sending the included Quick Quote Form.

Is a listed contractor on this Award allowed to increase the price included in this Contract Award Notification?

At no time may a unit price (without the Price Adjustment) for a specific item exceed the unit price shown in this Contract Award Notification. However, the user should be aware that this unit price doesn't include the Price Adjustment(s) set by the pricing information clause and the contractor is within his/her right to ask for that Price Adjustment.

Is the Quick Quote Worksheet mandatory when using this contract?

The use of the Quick Quote Worksheet will be MANDATORY for all purchases using the Contract(s) contained in this Contract Award Notification, with the only exception for cases where the material is being picked up by the user (at the plant). In those cases, the use of the Quick Quote will be optional (at the user's discretion).

2.2 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 projects. Contractors may do so through the agencies use of the "quick quote" procedure.

2.3 Quick Quote

Authorized Users may select the appropriate Contractor to perform their particular project by using the quick quote ("Quick Quote") worksheet form ("Quick Quote Worksheet").

During the course of selecting and awarding one of the Contractors listed in this Contract, Authorized Users should try to obtain lower prices and Contractors may wish to lower their Contract prices for various reasons, i.e., excess supply, slow business, etc. Each Quick Quote situation is unique and the price is firm for that particular project only. If Bid security is a concern, the Authorized User may require Bids to be sealed and/or opened publicly.

The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Authorized User through the Contract(s) resulting from this IFB, with the only exception being for cases where the material is being picked up by the Authorized User (at the facility). In those cases, the use of the Quick Quote Worksheet will be optional (at the Authorized User's discretion).

SECTION 2: QUICK QUOTE (Cont'd)

The Template Quick Quote Worksheet will be published on the NYS OGS website (on the Contract's landing page) once the Contract is awarded.

The Quick Quote Worksheet should be sent to the Contractors in its MS Excel format. The Contractor at that point should quick quote every single line item that the Authorized User is requesting. If the Price Pages published by OGS show a No Bid (NB) or a No Award (NA) for one of the Contractor's line items, that Contractor won't be able to bid the entire Quick Quote. Under those circumstances, if a Quick Quote is received from such Contractor, the Authorized User should reject it.

Agencies using the Quick Quote are required to award to the lowest responsive Bid meeting the Authorized User's requirements outlined in the requested quote. There are no negotiations permitted following the "Quick Quote" and prices cannot be changed once offered. If award is made to other than the lowest Bid, the Authorized User must prepare detailed documentation explaining the action taken for the failure to meet requirements (e.g., the low Contractor could not provide the product in the time frame required, Contractor did not have needed equipment, etc.). This explanation along with the worksheets must be made a part of the procurement record.

Contractors are not required to lower prices when they receive a Quick Quote Worksheet. They may quote the Contract price. However, at no time may a Quick Quote unit price (without the Price Adjustment) exceed the Contract price. Materials cost, hauling expenses, etc., can be lowered by the Contractor during the quick quote process.

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), the Authorized User and the Contractor understand that the Project's Total Cost shown on the Quick Quote Worksheet includes all the needed Price Adjustments for the month indicated on the Quick Quote Worksheet (the month when the Quick Quote Worksheet was sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate the Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

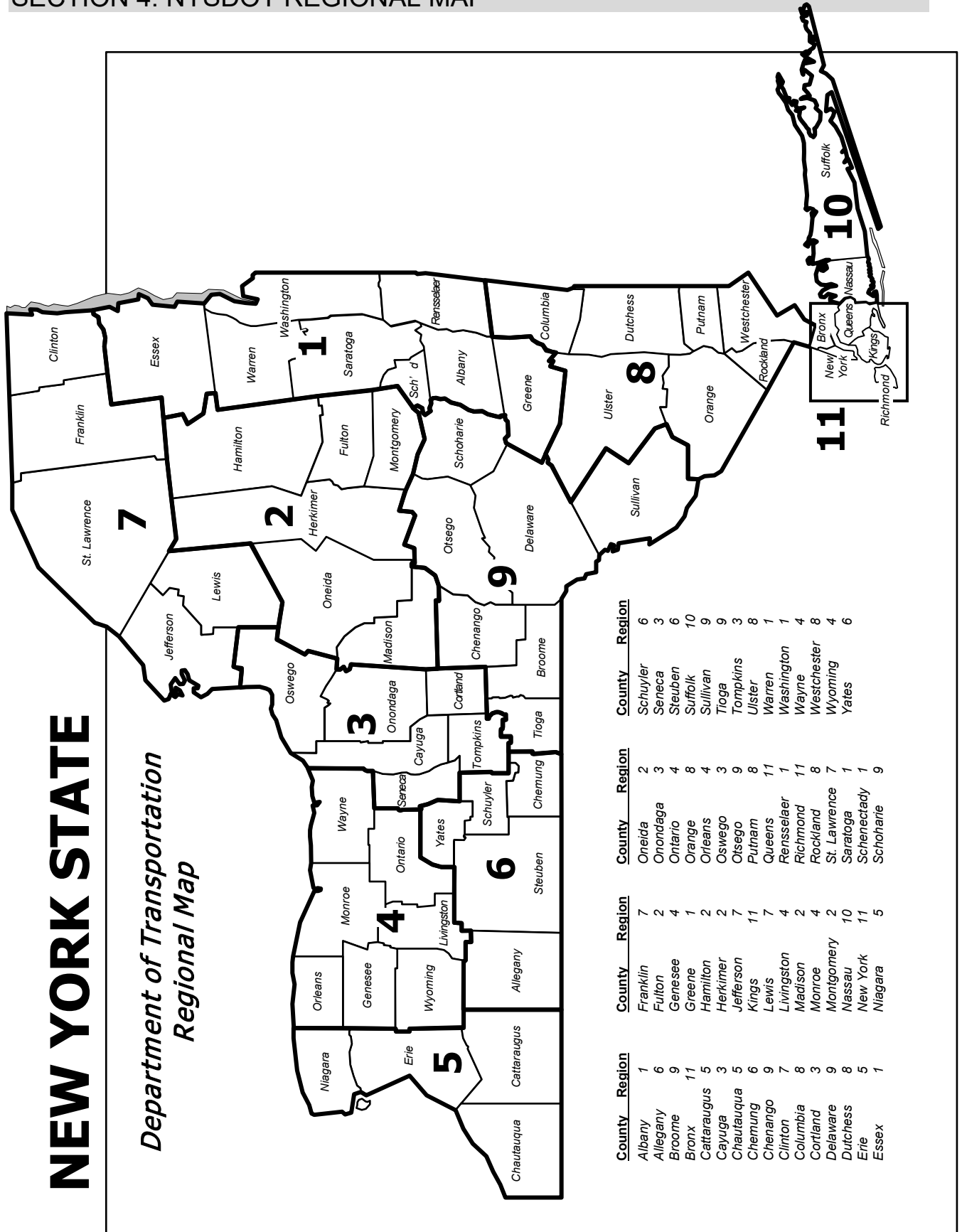
SECTION 3: PRICE PAGES

3.1 Price Pages

See Asphalt Mix and Cold Patch Price Pages at:

<https://online.ogs.ny.gov/purchase/spg/pdfdocs/3150223291a.pdf>

SECTION 4: NYSDOT REGIONAL MAP



SECTION 5: PREVAILING WAGE RATES

5.1 Prevailing Wage Rates - Public Works and Building Services Contracts

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility, rejection of Bid, suspension or termination of Contract.

IMPORTANT NOTE: Authorized Users MUST obtain a separate PRC # for each purchase from this contract where prevailing wage rates apply.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

[Public Work and Prevailing Wage \(ny.gov\)](#)

For Prevailing Wage Updates, use the following DOL link:

[Public Work and Prevailing Wage \(ny.gov\)](#)

Links to schedule updates appear in the table at the bottom of the web page.

Worker Notification

Labor Law § 220(3-a)(a)(ii) requires Contractors and Subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires Contractors and Subcontractors to *post a notice* at the beginning of the performance of every public work Contract *on each Job Site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from <https://labor.ny.gov/formsdocs/wp/pwformsandpublications.shtm>, or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

*In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

OSHA 10-Hour Construction Safety and Health Course

Labor Law § 220-h requires that on all public work Contracts of at least \$250,000, all laborers, workers, and mechanics working on Site be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised Bids and Contracts for every public work Contract of at least \$250,000 contain a provision of the requirement AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.

Further information may be found at: <https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>

Living Wage

An Authorized User subject to a local law establishing a "living wage", such as Section 6-109 of the New York City Administrative Code, is required to ensure the Contractor sought to be hired complies with such local law. If the pay rate(s) for a job title(s) as set forth in Appendices 7 through 13 – Price Pages is less than the local law "living wage," then the Authorized User subject to such local law cannot use this Contract for such job title(s). Local laws, however, are not a term and condition of the OGS Contract.

SECTION 6: TERMS AND CONDITIONS

6.1 Contract Term and Extensions

- A. Base Term. The Contract shall be in effect for a term of up to two (2) years. Notwithstanding the provisions of Appendix B Section 22, Contract Creation/Execution, the base Contract term shall commence after all necessary approvals and shall become effective on (i) April 1, 2025, or (ii) the date of OSC approval of the final executed Contract documents, whichever is later, and the Contract term shall end on March 31, 2027.
- B. Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended under the same terms and conditions once for an additional period of up to two (2) years, in increments as deemed to be in the best interest of the State. The Contract extension may be exercised on a month-to-month basis such as an additional three-month, six-month, twelve-month, or twenty-four-month period. Whether the optional extension is exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*.
- C. The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

6.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interest of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any previously approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a Federal, State or Local Governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

6.4 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B *Savings/Force Majeure*.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

6.5 Furnished Materials Items – Requirements

If awarded a Contract, Bidder needs to maintain control of the supply of the Product for every approved Asphalt Mix facility submitted with its Bid and for the length of the Contract term.

Asphalt Mix Items only:

Material items furnished under these Contracts (except material item 302.01 - Bituminous Stabilized Course, which could be also produced in a NYSDOT approved Liquid facility) shall be produced in an approved asphalt mixing facility meeting the requirements outlined in Section 401 of the New York State Department of Transportation Standard Specifications with the effective date of January 1, 2025.

Note: material item 302.01 - Bituminous Stabilized Course can also be produced in accordance with option A of Section 302 – Bituminous Stabilized Course of the New York State Department of Transportation, Standard Specifications with the effective date of January 1, 2025.

Cold Patch Items only:

Items 15402.2010 and 15402.2030 can be produced using asphalt batch facility or portable pug mills.

If the Bidder indicates that they intend to supply material from a location other than an approved facility, they must also provide truck scales at that location, meeting the following requirements:

- Truck scales shall be a platform scale conforming to the requirements of National Institute of Standards and Technology Handbook 44 and of sufficient capacity and size to weigh the largest vehicle in one weighing.
- In addition, any truck scale used for determining delivered quantity at the Stockpile Site shall be equipped with an approved recording device of a type approved by the Director, Materials Bureau of DOT. The recording device shall produce a ticket with a time-date print and any two of the following weights: gross, net or tare.

Tare weights shall be printed either by weighing each truck empty for each delivery, or the tare weight may be preset and printed or manually entered on the ticket. When the tare weight is not printed by weighing each truck empty for each delivery, tare weights for each truck shall be checked twice a day or more frequently as required by the NYSDOT Regional Director or their representative. Provisions shall be made so that scales may not be manually manipulated during the printing process. In addition, the system shall be interlocked to allow printing only when the scale has come to a complete rest.

6.6 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.7 Minimum Order

See Attachment 10 – *General Specifications*, Section 1.3 *Minimum Order* for minimum order requirements for purchases to be made under this Contract.

6.8 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

6.9 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. **The invoice must include detailed line item information matching the different options outlined in the Quick Quote Worksheet (except for the appropriate price adjustment, which should reflect the one for the month when the project was executed) to allow Authorized Users to verify that pricing at point of receipt matches the correct price on the original date of order.** At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

6.10 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.11 Contract Administration

The Bidder shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Bidder shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

6.12 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.13 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

Owners and Contractors Protective Insurance Coverage (“OCP”):

OCP shall be a separate price and shall only be included when specifically called for by an Authorized User. Pricing for OCP is not required at the time of the Bid opening and is not a requirement for Contract award. However, Bidder understands and agrees that by submitting a Bid to this Invitation for Bids, Bidder is required to supply OCP in addition to the above - referenced insurance if any Authorized User, in particular the New York State Department of Transportation (NYSDOT), also requires it. The request for OCP **shall be indicated by the Authorized User on the Quick Quote Worksheet.** If that is the case, all Quick Quotes submitted by Contractors must state the cost for such coverage as part of the Total Cost per Project, and it will be evaluated accordingly by the Authorized User. The charge for OCP insurance will be used to determine the lowest cost for the project. The OCP insurance required shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be, the Contractor does not need to provide/buy the actual OCP insurance until Contractor is notified by the Authorized User that Contractor's Quick Quote has been awarded that Project.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.14 Report of Contract Usage

Contractor shall submit Attachment 8 – Report of Contract Usage including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any.

Contractor shall furnish three (3) reports containing total sales for both State Agency and Authorized Non-State Agency Contract purchases no later than ten (10) days after the end of each report period as follows:

Report Period	From	To	Report Due Before
1 st	04/01/2025	03/31/2026	04/15/2026
2 nd	04/01/2026	08/31/2026	09/15/2026
3 rd	09/01/2026	03/31/2027	04/15/2027

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), Small Business Enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, 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 in Attachment 8 – *Report of Contract Usage* contains 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 may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to Appendix B *Termination*, and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

6.15 Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS Contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
 - C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.
- III. Equal Employment Opportunity (EEO)
- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any Subcontractors, awarded a Subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State Agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
 - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
 - B. Form EEO 100 – Staffing Plan
To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its Subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its Subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its Subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.
2. Separate audits shall be completed by Contractor and all Subcontractors utilized on this Contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their Subcontractors.
3. In limited instances, the Contractor or Subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or Subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or Subcontractor's total workforce, the Contractor or Subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or Subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall 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.

IV Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as Subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as Subcontractors/suppliers, copies of such Solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the Solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

6.16 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as Subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

6.17 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B *Remanufactured, Recycled, Recyclable or Recovered Materials*.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.18 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program (“EO 22”), requires State Agencies, authorities, and public benefit corporations (“Affected Entities”) to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A list of currently approved specifications is located on the OGS website at <https://ogs.ny.gov/greenny/approved-greenny-specifications>.

6.19 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any Products containing elemental mercury under this Contract.

6.20 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

6.21 “OGS or Less” Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under “OGS or Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

6.22 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 *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 website (<https://online.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 NYS Procurement Services Customer Services at 518-474-6717.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.23 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York 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.

6.24 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

6.25 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

6.26 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

6.27 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is 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. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.