



Office of General Services Procurement Services

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Contract Award Notification

Title	:	Group 31555 Comprehensive Liquid Bituminous Materials (Statewide) (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Micro-surfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) Classification Code(s): 30
Award Number	:	<u>23428</u> (Replaces Award 23334)
Contract Period	:	April 20, 2026 through March 31, 2028
Bid Opening Date	:	December 17, 2025
Date of Issue	:	April 21, 2026 (<i>Revised 07/30/2026</i>)
Specification Reference	:	SPEC-947 date of issue November 14, 2023
Contractor Information	:	Appears starting on Page 3 of this Award

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

Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

This Award has a total of 0% participation goal requirements for MWBE and SDVOB.

PR # 23428

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SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Information

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70942	All States Construction, Inc. d/b/a Gorman Construction 1473 Erie Blvd, Suite 301 Schenectady, NY 12305	: Phone #: 518-462-5401 Contact: Kayla Bessette Email: contractadminNY@asmg.com Website: www.asmg.com	04-2216868 1000011021
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>	
Phone #: 518-462-5401 Contact: Allison Speenburgh Email: contractadminNY@asmg.com		Phone #: 518-369-8121 Contact: Jason Massey Email: contractadminNY@asmg.com	
Business Hours: 8:00AM – 4:30PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70943 SB	AnnSeal Inc. 130 Main Street Johnson City, NY 13790	Phone #: 607-797-3737 Contact: Kathy Towery Email: ktowery@annseal.com Website: www.annseal.com	03-0435899 1000005228
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>	
Phone #: 607-727-0828 Contact: Michael Motsko Email: mmotsko@annseal.com		Phone #: 607-222-5815 Contact: Doug Luke	
Business Hours: 8:00AM – 4:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70944 SB	Bothar Construction, LLC. 170 East Service Road Binghamton, NY 13901	Phone #: 607-723-5012 x225 Contact: Rory Sisson Email: Rory@botharconst.com Website: www.botharconst.com	16-1570429 1000008391
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders & Emergency / Weekends/Holidays</u>			
Phone #: 607-723-5012 x207 Alt Phone # 607-343-5407 Contact: James E. O'Brien, Jr. Email: JimJr@Botharconst.com			
Business Hours: 8:00AM – 5:00PM (Mon-Sun)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70945	Callanan Industries, Inc. PO Box 15097 Albany, New York, 12212-5097	Phone #: 518-374-2222 Contact: Darlene Casale Email: CallananCapitalBids@callanan.com Website: www.callanan.com	14-1539261 1000027416
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>NYS Contract Orders & Emergency / Weekends/Holidays</u>			
Phone #: 518-374-2222 Alt Phone #: 518-701-8086 Contact: Mike Jeune Email: mjeune@callanan.com			
Business Hours: 7:00AM – 5:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70946	Cobleskill Stone Products, Inc. P.O. Box 220 Cobleskill, New York, 12043	Phone #: 518-234-0221 Contact: Daniel J Kleeschulte Email: dkleeschulte@cobleskillstone.com Website: N/A	14-1646795 1000006949
Contractor <u>does not</u> accept NYS Procurement Card			
<u>NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>	
Phone #: 518-234-0221 Contact: Shane J Strong Email: csp.shane@yahoo.com		Phone #: 518-234-0221 Contact: Michael M Moore Email: mmoore@cobleskillstone.com	
Business Hours: 8:00AM – 5:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70947	Crafco, Inc. 6165 West Detroit Street Chandler, Arizona, 85226	Phone #: 602-276-0406 Contact: Debby Eddy Email: bids@crafco.com Website: https://www.crafco.com	86-0324978 1000009735
Contractor accepts NYS Procurement Card for orders up to \$50,000			
<u>NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>	
Phone #:	610-264-7541	Phone #:	518-937-6956
Contact:	David Adams	Contact:	Anthony Simone
Email:	david.adams@crafco.com	Email:	anthony.simone@crafco.com
Business Hours: 8:00AM – 5:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70948	Fibrecrete Preservation Technologies, Inc DBA FPT Infrastructure 401 Old US 52 South Mount Airy, NC, 27030	Phone #: 330-705-3417 Contact: Marcy Ream Email: marcy.ream@fptinfrastructure.com Website: www.fptinfrastructure.com	81-2876617 1100250170
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>NYS Contract Orders / Emergency / Weekends / Holidays</u>			
Phone #: 484-637-3518 Contact: Rich Bagenstose Email: rich.bagenstose@fptinfrastructure.com			
Business Hours: 8:00AM – 5:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin & NYS Orders</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70949 SB	Highway Rehabilitation Corp 592 Route 22, Suite GB Pawling, New York, 12564	Phone #: 845-206-5777 Alt Phone #: 845-278-9645 Contact: Christine Magee Email: chris@highwayrehab.com Website: www.highwayrehab.com	22-2355196 1000057419
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<i>Contractor offers prompt payment discount of 2%/10 days</i>			
<u>Emergency / Weekends/Holidays</u>			
Phone #: 845-721-6008 Contact: Terence Lucey Email: terry@highwayrehab.com			
Business Hours: 8:30AM – 5:30PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70950 SB	Julieann Shove Inc DBA Champion Asphalt Maintenance 5724 Eddy Ridge Road Williamson, New York, 14589	20-5160209 1000044369
<i>Contractor accepts NYS Procurement Card for orders between \$25,000 - \$50,000</i>		
<u>Contract Admin / NYS Contract Orders / Emergency / Weekends / Holidays</u>		
Phone #: 315-589-7953 Contact: Deborah Shove Email: championasphalt7953@yahoo.com		
Business Hours: 8:00AM – 4:00PM (Mon-Fri)		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70951	Maxwell Products Inc. 650 S. Delong St. Salt Lake City, Utah, 84104	Phone #: 801-433-4347 Contact: Nicole Maxwell Email: nicole@maxwellproducts.com Website: www.maxwellproducts.com	87-0319315 1100150193
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders / Emergency / Weekends/Holidays</u>			
Phone #: 508-865-5777 Contact: Tom Perry Email: tperry@maxwellproducts.com			
Business Hours: 8:00AM – 5:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70952	Midland Asphalt Materials Inc. 640 Young Street Tonawanda, New York, 14150	26-0038619 1000017447
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contract Admin / NYS Contract Orders Emergency / Weekends/Holidays</u>		
Phone #: 716-692-0730 x4514 Contact: Joshua Hopf Email: joshua.hopf@midlandasphalt.com		
Business Hours: 8:00AM – 4:30PM (Mon-Fri)		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70953	New England Asphalt Services II, LLC 508 Forrest Rd Northford, Connecticut, 06472	Phone #: 203-208-1378 Contact: Nancy Swiantek Email: nancy@newenglandasphalt.com Website: www.newenglandasphalt.com	47-3176625 1100196756
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders / Emergency / Weekends/Holidays</u>			
Phone #: 845-522-2839 Contact: Shawn Thom Email: shawn@newenglandasphalt.com			
Business Hours: 8:00AM – 5:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70954 SB	Noel J. Brunell & Son, Inc. 7441 U.S. Route 9 Plattsburgh, New York, 12901	14-1456087 1000051434
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contract Admin / NYS Contract Orders & Emergency / Weekends/Holidays</u>		
Phone #: 518-561-1290 Alt Phone #: 518-788-6853 Contact: Emilie Simoneau Email: emilie@brunellasphalt.com		
Business Hours: 8:00AM – 5:00PM (Mon-Fri)		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70955	P&T Products, LLC. 472 Industrial Pkwy Sandusky, Ohio, 44870	Phone #: 419-621-1966 Contact: Jarred Limberios Email: jarredl@pntproducts.com Website: www.pntproducts.com	34-1601352 1100308056
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>	
Phone #: 419-621-1966 Contact: MaryLouise Paskanik Email: marylouise@pntproducts.com		Phone #: 423-320-9714 Contact: Jarred Limberios Email: jarredl@pntproducts.com	
Business Hours: 8:00AM – 4:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70956	Peckham Materials Corp. 763 Schoharie Turnpike Athens, New York, 12015	14-1470013 1000006732
Website: www.peckham.com		
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contract Admin / NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>
Phone #: 518-945-1120 Contact: Jeri Camputaro Email: jcamp@peckham.com		Phone #: 518-222-6681 Contact: Scott Pooters Email: spoot@peckham.com
Business Hours: 8:00AM – 4:30PM (Mon-Fri)		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70957	Peckham Road Corp. 438 Vaughn Road Hudson Falls, New York, 12839	Phone #: 518-792-3157 Contact: Dominique Bisignano Email: dbisi@peckham.com	13-3493213 1000006385
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>NYS Contract Orders & Emergency / Weekends/Holidays</u>			
Phone #: 518-792-3157 Alt Phone #: 315-289-2868 Contact: Caleb Edelstein Email: cedel@peckham.com			
Business Hours: 8:00AM – 4:00PM (Mon-Fri)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70958 SB	Sealcoat U.S.A. Inc. 79 Pembroke Dr Yonkers, New York, 10710 Website: www.sealcoatusa.com	30-0309733 1100003000
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contract Admin / NYS Contract Orders / Emergency / Weekends/Holidays</u>		
Phone #: 914-439-3186 Contact: Ryan Landeck Email: ryan.landeck@gmail.com		
Business Hours: 24/7		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70959 SB	Sealworks Inc. DBA SealMaster 555 Ludwig Ave. Buffalo, New York, 14227	Phone #: 716-891-4197 Contact: Conrad Kloc Email: conrad@sealmasterwny.com	84-4013212 1100249509
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>NYS Contract Orders / Emergency / Weekends/Holidays</u>			
Phone #: 716-342-6171 Contact: John Quinn Email: john@sealmasterwny.com			
Business Hours: 7:00AM – 3:30PM (Mon-Fri) 8:00AM – 1:00PM (Sat-Sun)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70960	Suit-Kote Corporation 1911 Lorings Crossing Rd Cortland, New York, 13045 Website: www.suit-kote.com <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	16-1177189 1000007846
<u>Contract Admin / NYS Contract Orders</u> Phone #: 315-238-7053 x351 Contact: Brian Pepper Email: bpepper@suit-kote.com		<u>Emergency / Weekends/Holidays</u> Phone #: 607-591-9234 Contact: Joe Perrone Email: jperrone@suit-kote.com
Business Hours: 7:30AM – 4:30PM (Mon-Fri)		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70961	Thos. H. Gannon & Sons, Inc. 951 Reading Ave. Hammonton, New Jersey, 08037 Website: www.asphaltpavingsystems.com <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	11-2280296 1000043171
<u>Contract Admin / NYS Contract Orders</u> Phone #: 609-561-4161 x221 Contact: Walter Percy III Email: wpercyiii@asphaltpavingsystems.com		
Business Hours: 7:00AM – 5:00PM (Mon-Fri)		

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contract Admin</u>	<u>FED ID#/ NYS Vendor ID#</u>
PC70962 SB	Vestal Asphalt Inc. 201 Stage Road Vestal, New York, 13850	Phone #: 607-785-3393 Contact: Bernadette Bromely Email: contracts@vestalasphalt.com Website: www.vestalasphalt.com	16-1201418 1000007868
Contractor <u>does not</u> accept NYS Procurement Card			
<u>NYS Contract Orders</u>		<u>Emergency / Weekends/Holidays</u>	
Phone #:	607-341-3383	Phone #:	607-341-2667
Contact:	Chris Musser	Contact:	Jim Unkel
Email:	dispatch@vestalasphalt.com	Email:	contracts@vestalasphalt.com
Business Hours: 7:00AM – 5:00PM (Mon-Fri)			

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

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.

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).

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 \$30,000,000 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 Definitions

Capitalized terms used in this Solicitation and the resultant Contract(s) shall be defined in accordance with Appendix B *Definitions*, or as below.

“Bid Deviation” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification, or requirement of the Solicitation.

“Business Day(s)” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“MWBE” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“NYS Holidays” shall refer to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

“NYS Vendor ID” shall refer to a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“Preferred Source Products” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“Preferred Source Program” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a State Agencies, political subdivisions and public benefit corporations (including most public authorities).

“Procurement Services” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPRO”) and Procurement Services Group (“PSG”).

“SDVOB” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business.

SECTION 2: HOW TO USE THE CONTRACT

2.1 Procurement Instructions for Authorized Users

The following procurement instructions for Authorized Users shall be published on the OGS website for the resultant Contract Award as a stand-alone document separate from the Contract. OGS reserves the right to change the instructions in the stand-alone document, once published, in non-material and substantive ways without seeking a Contract amendment.

- A. A document showing all the Contractor's prices will be posted on the OGS website so that Authorized Users can find Contract pricing information, Contractor contact information, prompt payment discounts and NYS Purchasing Card information.
- B. When utilizing the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should also hold the Contractor accountable for compliance with 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 which should include:

- A statement of need and associated requirements;
- Obtaining all necessary prior approvals;
- A summary of the Contract alternatives considered for the purchase, if any; and
- The reasons supporting the resulting purchase (e.g., show that 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).

- C. All State agencies, political subdivisions, and public benefit corporations (which include most public authorities) having their own purchasing agency are required to purchase approved products and services from Preferred Sources in accordance with § 162 and § 163 of the New York State Finance Law. Before proceeding with their purchase, such Authorized Users shall check the list of Preferred Source Program offerings for Products that meet the form, function, and utility required.

These Authorized Users are reminded that they must comply with State Finance Law § 162, which requires that they afford first priority to the commodities and services of Preferred Source suppliers, which include the Division of Correctional Industries (Corcraft), the NYS Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User, and the price offered by Corcraft does not exceed a reasonable fair market price, and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices.

If a Preferred Source offering does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or more than 15% above prevailing market prices, then the Authorized User may use this Contract.

- D. The Contracts resulting from this Solicitation will be Centralized Contracts issued under a multiple award structure. 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. Authorized Users are required to obtain three (3) quotes when multiple Contractors offer Products that are identical to the Product being sought (e.g., multiple Contractors offer a Product that has an identical manufacturer's model code).

Authorized Users are also encouraged to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may not automatically offer volume discounts. See also Section 2.2 Quick Quote.

- E. Work being done under a resulting Authorized User agreement may be subject to the prevailing wage rate provisions of the New York State Labor Law (see Section 2.5 Prevailing Wage Rates – Public Works and Building Services Contracts, and Appendix B Prevailing Wage Rates – Public Works and Building Services Contracts). Such work shall be identified by the Authorized User within the request of quotes.

The Prevailing Wage Rates schedules and updates covering work under Article 8 *Public Construction* or Article 9 *Building Service Contracts* can be accessed at the NYS Department of Labor (DOL) website at <https://dol.ny.gov/prevailing-wage-schedules>.

IMPORTANT NOTE: When obtaining services from the Contracts under this Award, Authorized Users MUST obtain a separate Prevailing Wage Case Number (PRC#) for each project where prevailing wage rates apply and note it on all Purchase Orders.

Request the PRC# and current Wage Schedule for the applicable NYS County by filling out the online application at <https://apps.labor.ny.gov/wpp/showPublicNewProject.do?method=showWt>. Note that if you submit the same request multiple times, it will assign different PRC#s for the same project.

DOL will email a link to the Original Wage Schedule with the assigned PRC#, which provides access to:

- PDF files of the complete Wage Schedule package for each Occupation Title
 - Online *Notice of Award* (PW16) form
 - Online *Notice of Completion/Cancellation of Contract* (PW200) form
- F. Prior to requesting quotes, the Authorized User must determine if the quote includes performance of construction-like labor on public work projects covered by Article 8 of the Labor Law. All Contractors submitting Bids to an Authorized User for construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication work on Authorized User public work projects or private projects covered by Article 8 of the Labor Law (“covered projects”) are required to register with the New York State Department of Labor (NYSDOL) under Labor Law § 220-i. A Subcontractor must also be registered as required by Labor Law § 220-i before the Subcontractor commences work on the covered project.
- For covered projects, the Authorized User must include a requirement in the request for quotes that the Contractor submit its Certificate of Registration with its Bid materials when responding to the request for quotes. Pursuant to recommendation by NYSDOL, the Authorized User may require the Contractor’s proof of registration, as required by Labor Law § 220-I, as a minimum qualification and that failure to provide proof of registration will disqualify the Contractor from bidding.
- G. Authorized Users shall issue Purchase Orders, in accordance with the terms set forth in Appendix B *Purchase Orders*, directly to the Contractor or the Contractor’s Authorized Reseller (if applicable), and specify any shipping/delivery requirements, including inside delivery and/or installation. Inside delivery and installation terms must be agreed upon at time of order and prior to delivery.
- All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. Authorized users should follow up with Contractor if they do not receive order acknowledgement within five (5) days.
- H. Contractor documents which contain additional terms or conditions must receive pre-approval by the Authorized User, in accordance with Appendix B Section 26 – *Modification of Contract Terms*.
- I. Upon Authorized User acceptance of Products itemized on the Purchase Order, Contractor will invoice Authorized User for any portion of Products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products. See also Section 6.9 *Invoicing and Payment*.

2.2 Quick Quote Process

Authorized Users must select the appropriate contractor to perform their particular project by using the Quick Quote worksheet form.

During the course of selecting and awarding one of the contractors listed in this contract, Authorized Users are required to use the Quick Quote process to try to obtain lower prices. 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 is MANDATORY for all purchases made by any Authorized User through the Contract(s) resulting from this Solicitation, with the only exception being for cases where the material is being picked up by the Authorized User at the plant, in which case the use of the Quick Quote Worksheet is optional (at the Authorized User's discretion).

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 or a No Award for one of those Contractor's line item(s), 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.

2.3 Price Adjustments

Price Adjustments will be allowed in accordance with Attachment – General Specifications.

2.4 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 – *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 Solicitation, Bidder is required to supply OCP in addition to the other insurance required in Attachment – Insurance Requirements 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.

2.5 Prevailing Wage Rates – Public Works and Building Services Contracts

Work being done under a resulting Authorized User agreement may be subject to the Prevailing Wage Rate provisions of the New York State Labor Law (see Appendix B Prevailing Wage Rates – Public Works and Building Services Contracts) and Section NYS Labor Law § 220-i. Such work shall be identified by the Authorized User within the request for quotes (see Section 2.1 Procurement Instructions for Authorized Users).

The actual bill rates for each Authorized User agreement will be established in response to a particular Authorized User’s request for quotes and based upon the Prevailing Wage Case Number (PRC#) obtained by each requesting Authorized User.

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 a Contractor’s response to an Authorized User request for quotes, or suspension or termination of the Contract or Authorized User agreement.

The following also applies to this Contract.

- A. 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 and may be downloaded from <https://dol.ny.gov/> 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.

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- B. 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://dol.ny.gov/workforce-protections>.
- C. 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) 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.

2.6 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 web site (<https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts>). 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.

2.7 Frequently Asked Questions (FAQs)

- ***Can an Authorized User buy from any awarded Contractor or choose only from the awarded Contractors listed in a particular NYSDOT Region?***

Authorized Users can choose any of the contractors listed in this Contract Award Notification, Section 1.1 – *Contractor Information*, without restrictions.

- ***Is an awarded Contractor listed in this Award permitted to charge more than the price shown on the Price Pages?***

At no time may a unit price (without the Price Adjustment) for a specific item exceed the unit price shown in the Price Pages. However, the Authorized User should be aware that the unit price does not include the proper Price Adjustment(s) set by the pricing information clause for that treatment. Per the terms of the contract the contractor may include the applicable Price Adjustment as an addition to the unit price.

- ***Is the Quick Quote Worksheet mandatory when using this contract?***

Yes. As shown in Section 2.2 – *Quick Quote Process*, the use of the Quick Quote Worksheet is MANDATORY for all purchases made by any Authorized User through the Contract(s) resulting from award, with the only exception being for cases where the material is being picked up by the Authorized User at the plant.

In the event that material is picked up by the Authorized User the use of the Quick Quote is optional (at the Authorized User's discretion)".

SECTION 3: PRICE PAGES and SPECIFICATIONS

3.1 Price Pages & Quick Quote Forms

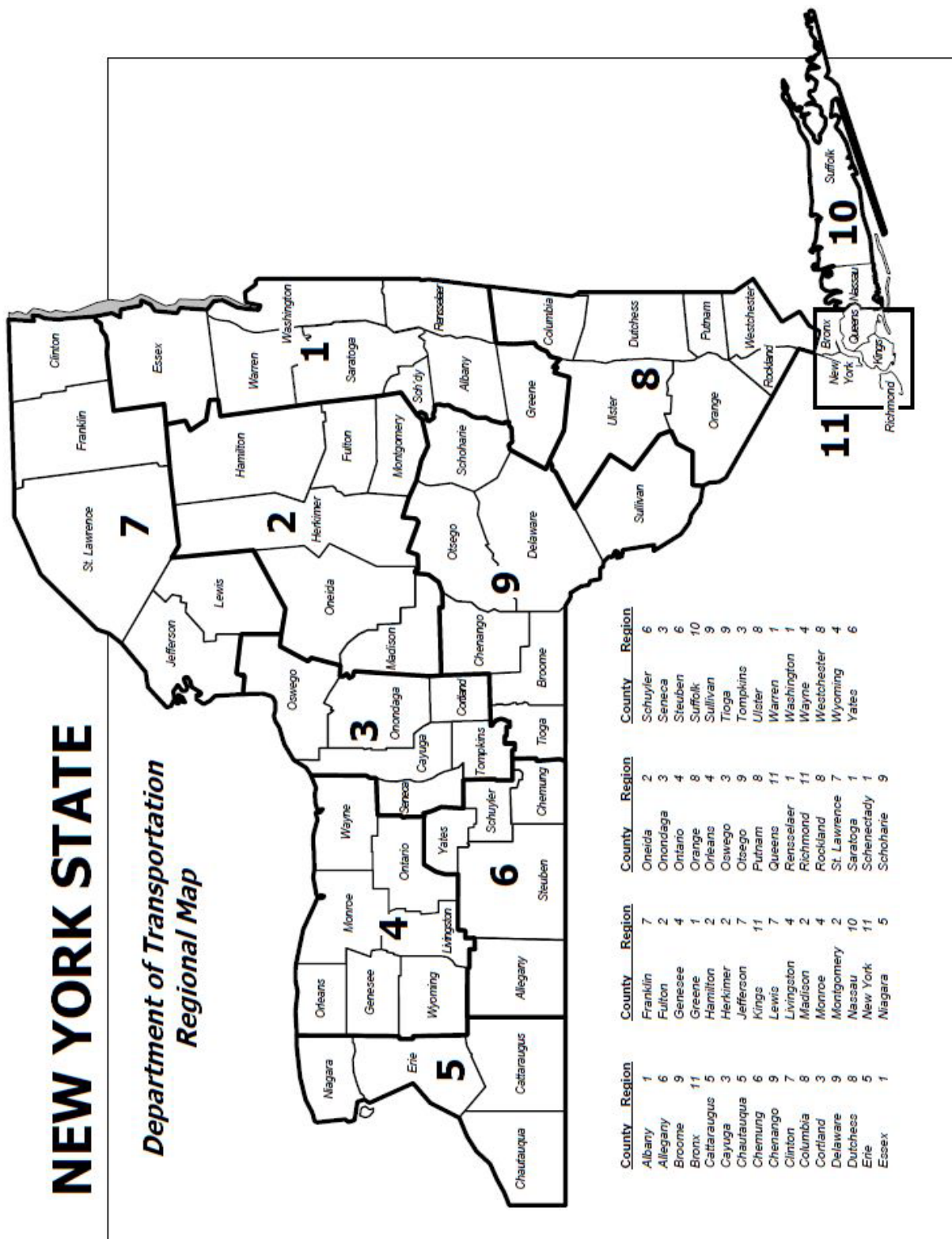
The individual Price Pages and Quick Quotes for each of the Lots included as part of this award (listed below) can be found on the OGS website at:

- Lot 1 – Asphalt Emulsions
- Lot 2 – Chip Seal
- Lot 3 – Cold Recycling
- Lot 4 – Heater Scarification
- Lot 5 – Microsurfacing and/or Quick Set Slurry Seal
- Lot 6 – Paver Placed Surface Treatment (Conventional and Modified)
- Lot 7 – Joint & Crack Filler/Sealer and Mastic Repair Material

3.2 Specifications

- Attachment – General Specifications
- Attachment – Detailed Specifications – Liquid Bituminous Materials
- Attachment – Group Specification #947
- Attachment – New York State Department of Transportation, Standard Specifications, Construction and Materials
- Attachment – NYSDOT Work Zone Traffic Control

SECTION 4: NYSODT REGION MAP



SECTION 5: CONTRACT ADMINISTRATION

5.1 Contract Administration

The Contractor 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.

Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/NYS Holidays.

Contractor shall provide a minimum of one (1) 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 Section 1.1 of this document.

Contractor must notify OGS within five (5) 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.

SECTION 6: TERMS AND CONDITIONS

6.1 Contract Term and Extensions

- A. Base Term. The Contract shall be in effect for a term up of two (2) years. The Contract term shall commence after all necessary approvals and shall become effective on (i) April 1, 2026, or (ii) upon the date of OSC approval of the final executed contract documents, whichever is later. The Contract term shall end on March 31, 2028.
- B. Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended for one (1) year, in increments as deemed to be in the best interest of the State. Whether the optional extensions are 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 six (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 six (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 thirty (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 ninety (90) calendar days in lieu of thirty (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 Materials

For Lots 1 through 6 **ONLY**: All materials provided shall come from a NYSDOT approved location.

For Lots 1 through 7: All materials shall comply with the specifications in the following attachments:

- General Specifications
- Detailed Specifications – Liquid Bituminous Materials
- Group Specifications #947
- NYSDOT Standard Specifications, Construction and Materials
- NYSDOT Work Zone Traffic Control

6.4 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.

6.5 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*.

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 ten (10) Business Days written notice mailed to the Contractor.

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).

6.7 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.

6.8 Minimum Order

Minimum Orders for this Contract shall be in accordance with Sections 1.4 and 7.4, Minimum Orders, in Attachment – General Specifications.

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 (1) invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract 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 Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B *Product Delivery and Shipping/Receipt of Product*.

6.11 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. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <https://www.osc.ny.gov/state-agencies/gfo/chapter-iii/iii1-statewide-financial-system-sfs-overview>.

6.12 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

6.13 Report of Contract Usage

Contractor shall submit Attachment – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor.

The three (3) reports are due no later than fifteen (15) days after the end of each report period as follows:

Report	From	To	Report Due No Later Than
1 st	Contract Start Date	12/31/2026	01/15/2027
2 nd	01/01/2027	08/31/2027	09/15/2027
3 rd	09/01/2027	03/31/2028	Contract End

If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the report.

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 – *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.

The Authorized User reserves the right to request its applicable sales data from the Contractor, based on criteria identified by the Authorized User, over the life of the contract. If sales data is requested, Contractor must provide datapoints that are required by Attachment – *Report of Contract Usage*

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.

6.14 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.

- 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.

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.
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.

6.15 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/>

6.16 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*.

6.17 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/greeny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A. GreenNY Specifications.

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

B. Product Labeling per GreenNY Specifications

Over the life of the Contract, the Contractor must label the environmental attributes of all environmentally preferable Products per the GreenNY specifications, or other applicable environmental specifications for this Contract, on its Contract pricelist, and in any catalogs, marketing materials, or online ordering portal associated with this Contract.

Contractor(s) shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 6.13 *Report of Contract Usage*), in the format requested by OGS.

All claims made about the environmental attributes of the Products and packaging offered shall be consistent with the Federal Trade Commission’s (FTC’s) *Guidelines for the Use of Environmental Marketing Terms*. The State of New York reserves the right to require the Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authorized User under this Contract.

C. Verification of Contractor Compliance with GreenNY Requirements and Other Environmental Claims

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s), minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserves the right to request information documenting the Product and packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

6.18 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.

6.19 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source Program suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one (1) or more Preferred Source Program supplier. An Authorized User must determine if a particular Product is an approved Preferred Source Product and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

6.20 “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 (2) 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.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 Samples

- A. **Bidder Supplied Samples** - The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- B. **Enhanced Samples** - When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- C. **Conformance with Samples** - Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

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- D. **Testing** - All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.
- E. **Requests for Samples by Authorized Users** - Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

6.26 Contract Documents; Electronic Format

OGS requires Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents that require original signatures. Documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Contractor is responsible for retaining all copies and originals (if applicable) of documents submitted to OGS for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the Contract has ended. This requirement includes both electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Contractor shall submit such retained documents to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the Bid and Contract that it has retained to the successor Contractor (transferee/assignee) upon OGS consent to the assignment.

6.27 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with Section 889 of the National Defense Authorization Act (NDAA) for fiscal year 2019, under any Contract or subcontract resulting from this Solicitation, Bidder or resultant Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.