



Contract Award Notification

Title	:	Group 33700 - Fine and Coarse Aggregates (Statewide) Classification Code(s): 11
Award Number	:	23097 (Replaces Award 22982)
Contract Period	:	April 15, 2018 to April 14, 2021
Bid Opening Date	:	December 19, 2017
Date of Issue	:	April 15, 2018 (Revised November 12, 2020)
Specification Reference	:	As Incorporated in the Invitation for Bids
Contractor Information	:	Appears on Pages 4 through 19 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Brandy Alden Title : Contract Management Specialist 1 Phone : 518-408-1140 Fax : 518-474-8676 E-mail : Brandy.Alden@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This Solicitation is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Fine and Coarse Aggregates as specified herein for all Authorized Users eligible to purchase through this Solicitation.

Fine and Coarse Aggregates are defined as inert granular materials such as sand, gravel or crushed stone used in the construction industry for applications such as constructing embankments, drainage, erosion control, and sub-base material surface treatments for roads. In addition, abrasives are used to treat snow and ice on pavements.

Authorized Users will be able to purchase from any Contractor included under the resultant Contracts from this award. There are not any purchasing restrictions by NYSDOT Region or by County when selecting a Contractor.

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SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Information

This Contract Award Notification is published as an informational aid for NYS OGS Procurement Services Authorized Users to assist them in the use of Award 23097. Contractors are reminded to refer to their specific Contract for guidance or contact the contract management specialist of record for assistance.

For information regarding specific quarries and materials awarded to each Contractor refer to the Awarded Pricing:

<https://www.ogs.ny.gov/purchase/spg/awards/3370023097CAN.HTM> .

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68024	BARRE STONE PRODUCTS, INC 14120 WEST LEE ROAD ALBION, NY 14411	161274400 1000007971	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	585-589-4481	Phone #:	585-734-1052
Contact:	Mark D. Keeler	Contact:	Mark D. Keeler
E-mail:	crusherun@aol.com	E-mail:	crusherun@aol.com
Website:	www.barrestone.com		
Hours:	7:00AM - 4:30PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68025	BARRETT PAVING MATERIALS INC 26572 NYS ROUTE 37 WATERTOWN, NY 13601 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	133003901 1000038867	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	315-652-4585	Phone #:	315-652-4585
Contact:	Wayne Casler	Contact:	Thomas P. Kotary
E-mail:	wcasler@barrettpaving.com	E-mail:	tkotary@barrettpaving.com
Website:	www.barrettpaving.com		
Hours:	8:00AM - 4:30PM Monday-Friday		

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68026	CALLANAN INDUSTRIES, INC D/B/A IROQUOIS ROCK PRODUCTS PO BOX 15097 ALBANY, NY 12212	141539261 1000027416
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	800-446-8649	Toll-Free# 800-446-8649
Phone #:	518-225-2539	Phone #: 518-225-2539
Contact:	James M. Elacqua	Contact: James M. Elacqua
E-mail:	James.elacqua@callanan.com	E-mail: James.Elacqua@callanan.com
Website:	www.callanan.com	
Hours:	7:00AM – 5:00PM Monday-Friday 7:00AM - 12:00PM Saturday (seasonal)	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68027	CARVER SAND & GRAVEL LLC 494 WESTERN TURNPIKE ALTAMONT, NY 12009	141808588 1000007228
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	518-355-0505	Phone #: 518-376-0044
Contact:	Brad Bellen	Contact: Brad Bellen
E-mail:	bbellen@carvercompanies.com	E-mail: bbellen@carvercompanies.com
Website:	www.carvercompanies.com	
Hours:	7:00AM – 4:00PM Monday-Friday 7:00AM - 12:00PM Saturday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68028	CENTURY AGGREGATES INC 74 SAND ROAD FALLS VILLAGE, CT 06018	202762181 1100054847
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	518-273-5800 ext 29	Phone #: 518-273-5800 x29
Cell #:	518-858-7222	Cell #: 518-858-7222
Contact:	Nicholas M. Dinova Jr	Contact: Nicholas M. Dinova Jr
E-mail:	ndinova@bondedconcrete.com	E-mail: ndinova@bondedconcrete.com
Hours:	6:30AM – 4:00PM Monday-Friday 7:00AM - 12:00PM Saturday	

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68029 SB	CERTIFIED ROAD CONSTRUCTORS INC D/B/A MATERIAL SAND & GRAVEL 172 HINCKLEY ROAD POLAND, NY 13431	141644821 1000014075	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-273-5800 ext 29	Phone #:	518-273-5800 x29
Cell #:	518-858-7222	Cell #:	518-858-7222
Contact:	Nicholas M. Dinova Jr	Contact:	Nicholas M. Dinova Jr
E-mail:	ndinova@bondedconcrete.com	E-mail:	ndinova@bondedconcrete.com
Website	materialsandandgravel.com		
Hours:	6:30AM – 4:00PM Monday-Friday 7:00AM - 12:00PM Saturday-Sunday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68030	COBLESKILL STONE PRODUCTS, INC PO BOX 220 COBLESKILL, NY 12043	141646795 1000006949	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-234-0221	Phone #:	518-234-0221
Contact:	Shane J. Strong	Contact:	Michael M. Moore
E-mail:	csp.shane@yahoo.com	E-mail:	mmoore@cobleskillstone.com
Website	cobleskillstoneproducts.com		
Hours:	7:00AM – 3:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68031 SB	COLARUSSO QUARRY CO. A DIVISION OF A. COLARUSSO & SON, INC 91 NEWMAN RD, PO BOX 302 HUDSON, NY 12534	141424400 1000006693	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-828-3218	Phone #:	518-828-3218
Contact:	J.R. Heffner	Contact:	J.R. Heffner
E-mail:	jrh@acolarusso.com	E-mail:	jrh@acolarusso.com
Website	www.acolarusso.com		
Hours:	7:00AM – 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
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PC68032 SB	COUNTRY SIDE SAND AND GRAVEL, INC 13870 TAYLOR HOLLOW ROAD COLLINS, NY 14034	160879563 1000043868	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	716-532-3371	Phone #:	716-861-7271
Contact:	William M. Phillips	Contact:	William M. Phillips
E-mail:	bphillips@gernatt.com	E-mail:	bphillips@gernatt.com
Website	www.gernatt.com		
Hours:	7:00AM – 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68033 SB	COUNTY LINE STONE CO., INC 4515 CRITTENDEN RD/ PO BOX 150 AKRON, NY 14001	160836378 1000007535	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	716-544-2079	Phone #:	716-544-2079
Contact:	Brad Buyers	Contact:	Brad Buyers
E-mail:	brad@clstone.us	E-mail:	brad@clstone.us
Website	www.clstone.us		
Hours:	6:30AM – 4:30PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68034	CRANESVILLE BLOCK CO., INC 1250 RIVERFRONT CENTER AMSTERDAM, NY 12010	141424795 1000039192	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-684-6007	Phone #:	518-684-6007
Contact:	Joe Tesiero	Contact:	Joe Tesiero
E-mail:	tesiero@cranesville.com	E-mail:	tesiero@cranesville.com
Website	www.cranesville.com		
Hours:	7:00AM – 5:00PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68035	CUSHING STONE COMPANY INC	140594140

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SB	725 STATE HIGHWAY 5S AMSTERDAM, NY 12010	1000006626
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	518-887-2521	Phone #: 518-858-2774
Contact:	James M. Loucks	Contact: James M. Loucks
E-mail:	cushingstone@cranesville.com	E-mail: cushingstone@cranesville.com
Hours:	7:00AM – 4:00PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68036	DALRYMPLE GRAVEL & CONTRACTING CO., INC	160399910
SB	2105 SOUTH BROADWAY PINE CITY, NY 14871	1000007432
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	607-737-6200	Phone #: 607-737-6200
Contact:	Jason Strawser	Contact: Jason Strawser
E-mail:	jstrawser@dalholding.com	E-mail: jstrawser@dalholding.com
Hours:	8:00AM – 5:00PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68037	DAN GERNATT GRAVEL PRODUCTS, INC	160805847
SB	13870 TAYLOR HOLLOW ROAD COLLINS, NY 14034	1000007522
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	716-532-3371	Phone #: 716-861-7271
Contact:	William M. Phillips	Contact: William M. Phillips
E-mail:	bphillips@gernatt.com	E-mail: bphillips@gernatt.com
Website	www.gernatt.com	
Hours:	7:00AM – 5:00PM Monday-Friday	

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68038 SB	DELANEY CRUSHED STONE PRODUCTS, INC 410 STATE HIGHWAY 30/PO BOX 1289 NORTHVILLE, NY 12134 <i>Vendor offers prompt payment discount: 2% net 30 days</i>	141681188 1000007005	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-863-4345	Phone #:	518-421-8412
Contact:	Stephanie Bugaj	Contact:	Stephanie Bugaj
E-mail:	Stephanie.bugaj@tetrattech.com	E-mail:	stephanie.bugaj@tetrattech.com
Hours:	7:00AM – 3:15PM Monday-Friday <i>excluding Federal Holidays</i>		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68039	DOLOMITE PRODUCTS COMPANY, INC D/B/A A.L. BLADES 1150 PENFIELD ROAD ROCHESTER, NY 14625	160410930 1000007433	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	607-661-4893	Phone #:	607-968-1156
Contact:	Jonathan Cook	Contact:	Jonathan Cook
E-mail:	jcook@dolomitegroup.com	E-mail:	jcook@dolomitegroup.com
Hours:	7:00AM – 3:45PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68040	E. TETZ & SONS, INC 130 CROTTY ROAD MIDDLETOWN, NY 10941 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	061002084 1000005347	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	800-736-1336	Toll-Free#	N/A
Phone #:	845-692-4486	Phone #:	914-799-1863
Contact:	Denise Tetz	Contact:	Denise Tetz
E-mail:	denise@etetz-sons.com	E-mail:	n/a
Hours:	7:00AM – 4:00PM Monday-Friday 7:00AM – 12:00PM Saturday		

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68041	EASTERN MATERIALS LLC 1250 RIVERFRONT CENTER AMSTERDAM, NY 12010	205775897 1000044380
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	518-684-6007	Phone #: 518-684-6007
Contact:	Joe Tesiero	Contact: Joe Tesiero
E-mail:	tesiero@cranesville.com	E-mail: tesiero@cranesville.com
Website	www.cranesville.com	
Hours:	7:00AM – 5:00PM Monday-Friday 7:00AM – 12:00PM Saturday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68042	GERNATT ASPHALT PRODUCTS, INC 13870 TAYLOR HOLLOW ROAD COLLINS, NY 14034	160847121 1000007542
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	716-532-3371	Phone #: 716-861-7271
Contact:	William M. Phillips	Contact: William M. Phillips
E-mail:	bphillips@gernatt.com	E-mail: bphillips@gernatt.com
Website	www.gernatt.com	
Hours:	7:00AM – 4:30PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68043	HANSON AGGREGATES NY LLC 4800 JAMESVILLE ROAD JAMESVILLE, NY 13078 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	160928494 1000028456
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	315-469-3217	Phone #: 315-469-3217
Contact:	Roger R. Hutchinson	Contact: Roger R. Hutchinson
E-mail:	Roger.Hutchinson@lehighhanson.com	E-mail: Roger.Hutchinson@lehighhanson.com
Website	www.lehighhanson.com	
Hours:	7:00AM – 4:00PM Monday-Friday As required Saturday-Sunday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
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PC68044 SB	J.E. SHEEHAN CONTRACTING CORPORATION 208 SISSONVILLE ROAD POTSDAM, NY 13676	161247659 1000028876
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	315-265-8427	Phone #: 315-323-6661
Contact:	Lori Hollis	Contact: James E. Sheehan
E-mail:	lorihollis@jesheehan.net	E-mail: sheehanequipment@jesheehan.net
Hours:	7:00AM – 3:30PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68045 SB	JAMESTOWN MACADAM, INC PO BOX 518 CELORON, NY 14720 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	160971315 1000007629
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	716-499-4927	Phone #: 716-499-4927
Contact:	Steve Russo	Contact: Steve Russo
E-mail:	srusso@jamestownmacadam.com	E-mail: srusso@jamestownmacadam.com
Website	www.jamestownmacadam.com	
Hours:	7:00AM – 4:00PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68046 SB	JML QUARRIES INC 420 BERNAS RD COCHECTON, NY 12726	222783752 1000033562
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	N/A	Toll-Free# N/A
Phone #:	845-932-8206	Phone #: 845-932-8206
Contact:	Maureen Cowger	Contact: Luke Bernas
E-mail:	maureenc@jmss.biz	E-mail: lukeb@jmss.biz
Website	www.jmlquarries.com	
Hours:	7:00AM – 5:00PM Monday-Friday 7:00AM – 12:00PM Saturday	

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68047	JOINTA GALUSHA LLC 269 BALLARD ROAD WILTON, NY 12831 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	141795404 1000007212	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-584-2421	Phone #:	518-584-2421
Contact:	Peter Fitzgerald	Contact:	Peter Fitzgerald
E-mail:	pbfitzgerald@dacollins.com	E-mail:	pbfitzgerald@dacollins.com
Website	www.dacollins.com		
Hours:	7:00AM – 3:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68048	LAFARGE NORTH AMERICA INC 75 PINEVIEW DRIVE STE 100 AMHERST, NY 14228	581290226 1000009539	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	716-505-5300	Phone #:	716-783-2405
Contact:	Kimberly Paul	Contact:	John Norton
E-mail:	kimberly.paul@lafargeholcim.com	E-mail:	john.norton@lafargeholcim.com
Hours:	8:00AM – 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68049 SB	MITCHELL STONE PRODUCTS LLC 15 MITCHELL LANE TUPPER LAKE, NY 12986 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	262047268 1000031060	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-359-7029	Phone #:	518-359-7029
Contact:	Paul Mitchell	Contact:	Paul Mitchell
E-mail:	pjmlog@hotmail.com	E-mail:	pjmlog@hotmail.com
Website	Mitchellstoneproducts.com		
Hours:	7:30AM – 6:00PM Monday-Friday Available upon request Saturday-Sunday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
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PC68050	NEW ENTERPRISE STONE & LIME CO., INC 500 COMO PARK BLVD CHEEKTOWAGA, NY 14227	231374051 1100008287	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	716-826-7310	Phone #:	716-826-7310
Contact:	Robert Warrington	Contact:	Curt Resetarits
E-mail:	rwarrington@nesl.com	E-mail:	cretetarits@nesl.com
Website	www.nesl.com		
Hours:	7:00AM – 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68051	PALLETTE STONE CORPORATION 269 BALLARD ROAD WILTON, NY 12831 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	140951322 1000006634	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-584-2421	Phone #:	518-584-2421
Contact:	Peter Fitzgerald	Contact:	Peter Fitzgerald
E-mail:	pbfitzgerald@dacollins.com	E-mail:	pbfitzgerald@dacollins.com
Website	www.dacollins.com		
Hours:	7:30AM – 6:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68052	PECKHAM MATERIALS CORPORATION 763 SCHOHARIE TURNPIKE ATHENS, NY 12015 <i>Vendor offers prompt payment discount: 1%/10 days</i>	141470013 1000006732	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-945-1120 ext250	Phone #:	518-588-6357
Contact:	Jeri Camputaro	Contact:	Dan Flannery
E-mail:	jcamp@peckham.com	E-mail:	dflan@peckham.com
Website	www.peckham.com		
Hours:	8:00AM – 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68053	POMPA BROS INC	141713907

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SB	5 PETRIFIED GARDENS RD SARATOGA SPRINGS, NY 12866 <i>Accepts NYS Procurement Card for orders from \$100 up to \$50,000</i>	1000039298	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-587-3043	Phone #:	518-587-3043
Contact:	Marianne Pompa LaRoche	Contact:	Marianne Pompa LaRoche
E-mail:	info@pompabros.com	E-mail:	info@pompabros.com
Website	www.pompabros.com		
Hours:	7:00AM – 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68054	PUTNAM MATERIALS CORPORATION 20 HAARLEM AVENUE WHITE PLAINS, NY 10603	260467391 1100004381	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	914-949-2000	Phone #:	914-949-2000
Contact:	Rocco Circosta	Contact:	Rocco Circosta
E-mail:	rcirc@peckham.com	E-mail:	rcirc@peckham.com
Website	www.peckham.com		
Hours:	8:00AM – 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68055	RJ VALENTE GRAVEL INC	141714989	
SB	1 MADISON ST SUITE 300 TROY, NY 12180	1000014185	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-857-1399	Phone #:	518-857-1399
Contact:	Steve Valente	Contact:	Steve Valente
E-mail:	Valente3@aol.com	E-mail:	Valente3@aol.com
Website:	info@rjvalente.com		
Hours:	7:00AM – 4:30PM Monday-Friday 7:00AM – 3:00PM Saturday (seasonal)		

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68056 SB	RMS GRAVEL INC PO BOX 455/ 290 MOTT ROAD DRYDEN, NY 13053	161463920 1000016018	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	607-844-8196	Phone #:	607-227-2390
Contact:	Chris Beckwith	Contact:	Roy Reeves
E-mail:	rmsgravel@yahoo.com	E-mail:	rmsgravel@yahoo.com
Website:	rmsgravel.org		
Hours:	7:00AM – 4:30PM Monday-Friday 7:00AM – 3:00PM Saturday (seasonal)		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68057	SENECA STONE CORPORATION 2105 S. BROADWAY PINE CITY, NY 14871 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	161124518 1000007782	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	607-737-6200 ext129	Phone #:	315-209-0149
Contact:	Sandra Strong	Contact:	Dave Kick
E-mail:	sstrong@dalholding.com	E-mail:	dkick@senecastone.com
Hours:	8:00AM – 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68058 SB	SHELBY CRUSHED STONE, INC 10830 BLAIR ROAD MEDINA, NY 14103	202421945 1000018998	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	585-798-4501	Phone #:	716-946-3944
Contact:	Tom Biamonte	Contact:	Tom Biamonte
E-mail:	tom@shelbystone.com	E-mail:	tom@shelbystone.com
Website:	www.shelbystone.com		
Hours:	7:00AM – 4:00PM Monday-Friday 7:00AM – 12:00PM Saturday-Sunday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
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PC68059 SB	SPALLINA MATERIALS, INC PO BOX 337 MT. MORRIS, NY 14510	204484008 1000008635	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	585-658-2248	Phone #:	585-233-8084
Contact:	Kevin Mullen	Contact:	Todd Krenzer
E-mail:	kmullen@spallinamaterials.com	E-mail:	tkrenzer@spallinamaterials.com
Hours:	7:00AM – 3:30PM Monday-Friday 7:00AM – 12:00PM Saturday (seasonal)		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68060	SUIT-KOTE CORPORATION 1911 LORINGS CROSSING RD CORTLAND, NY 13045 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	161177189 1000007846	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	800-622-5636	Toll-Free#	800-622-5636
Phone #:	315-238-7053	Phone #:	607-591-9234
Contact:	Mike Murphy	Contact:	Ryan Dubois
E-mail:	mmurphy@suit-kote.com	E-mail:	rdubois@suit-kote.com
Website	www.suit-kote.com		
Hours:	7:30AM – 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68061 SB	T.H. KINSELLA INC PO BOX 7 FAYETTEVILLE, NY 13066 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	160927249 1000007600	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	315-637-3390	Phone #:	315-247-3612
Contact:	Allan E. Curtis	Contact:	Allan E. Curtis
E-mail:	allanecurtis@yahoo.com	E-mail:	allanecurtis@yahoo.com
Website	www.thkinsella.com		
Hours:	7:00AM – 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68062	THALLE INDUSTRIES, INC	133277028

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SB	172 ROUTE 9 FISHKILL, NY 12524 <i>Accepts NYS Procurement Card for orders up to \$50,000</i>	1000054739	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	914-490-7328	Phone #:	914-490-7328
Contact:	John Amato	Contact:	John Amato
E-mail:	jamato@thalleindustries.com	E-mail:	jamato@thalleindustries.com
Website	www.thalleindustries.com		
Hours:	6:00AM – 4:00PM Monday-Friday 6:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68063	TILCON NEW YORK INC 9 ENTIN ROAD PARSIPPANY, NJ 07054	061032119 1000036520	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	914-260-0221	Phone #:	914-260-0221
Contact:	Michael Keahon	Contact:	Michael Keahon
E-mail:	mkeahon@tilconny.com	E-mail:	mkeahon@tilconny.com
Website	www.tilconny.com		
Hours:	7:00AM – 5:00PM Monday-Friday 7:00AM – 5:00PM Saturday-Sunday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68064	TRI-CITY HIGHWAY PRODUCTS, INC	161643151	
SB	145 PODPADIC RD RICHMONDVILLE, NY 12149	1000044200	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	607-222-6251	Phone #:	518-857-5419
Contact:	Zach Bezek	Contact:	Martin A. Galasso Jr
E-mail:	zbezek@contourconstruction.com	E-mail:	martyjr@lancdev.com
Website	lancasterdevelopment.com		
Hours:	7:00AM – 5:00PM Monday-Friday		

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68065 SB	TROY SAND & GRAVEL CO INC 36 GRANGE RD WEST SAND LAKE, NY 12189	203172003 1000055560	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	518-273-5800 ext29	Phone #:	518-273-5800 ext29
Cell #:	518-858-7222	Cell #:	518-858-7222
Contact:	Nicholas M DiNova Jr	Contact:	Nicholas M DiNova Jr
E-mail:	ndinova@bondedconcrete.com	E-mail:	ndinova@bondedconcrete.com
Website	troysandandgravel.com		
Hours:	6:30AM – 4:00PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68066	UPSTONE MATERIALS, INC 111 QUARRY ROAD PLATTSBURGH, NY 12901	821158917 1100184717	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free #	N/A	Toll-Free#	N/A
Phone #	518-536-7721	Phone #:	315-418-0271
Cell #:	518-569-0868	Contact:	Doug Henry
Contact:	Kristofer Cross	E-mail:	dhenry@upstonematerials.com
E-mail:	kcross@upstonematerials.com		
Hours:	7:00AM – 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68067 SB	VS VIRKLER & SON, INC PO BOX 669 LOWVILLE, NY 13367	161058643 1000028614	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	315-376-2713	Phone #:	315-523-0129
Contact:	Joe Brown/Cinda Suiter	Contact:	Joe Brown
E-mail:	brownie@virklers.com cinda@virklers.com	E-mail:	brownie@virklers.com
Hours:	7:00AM – 4:30PM Monday-Friday 7:00AM – 11:00AM Saturday (seasonal)		

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<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68068	WARREN W. FANE, INC 62 LEVERSEE ROAD TROY, NY 12182	141663427 1000014108	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	800-566-5531	Toll-Free#	N/A
Phone #:	518-235-5531	Phone #:	518-235-5531
Contact:	Carolyn Coleman	Contact:	Warren W. Fane
E-mail:	info@wwfane.com	E-mail:	
Website	wwfane.com		
Hours:	7:00AM – 4:00PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68069	WILLIAM E. DAILEY, INC 295 AIRPORT RD SHAFTSBURY, VT 05262	030191348 1000042655	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	802-442-9923	Phone #:	518-791-7417
Contact:	Dan Dearstyne	Contact:	Dan Dearstyne
E-mail:	ddear@peckham.com	E-mail:	ddear@peckham.com
Website	www.peckham.com		
Hours:	7:00AM – 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>	
PC68070	WINGDALE MATERIALS LLC 20 HAARLEM AVENUE WHITE PLAINS, NY 10603	161627403 1100006615	
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):	
Toll-Free#	N/A	Toll-Free#	N/A
Phone #:	914-949-2000	Phone #:	914-949-2000
Contact:	Rocco Circosta	Contact:	Rocco Circosta
E-mail:	rcirc@peckham.com	E-mail:	rcirc@peckham.com
Website:	www.peckham.com		
Hours:	8:00AM – 5:00PM Monday-Friday		

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

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Invoicing and Payments" in this document.)**

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

The 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).

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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 \$1.4 million 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.

Contractor 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.

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SECTION 2: TERMS AND CONDITIONS

2.1 Contract Term and Extensions

The Contract will be in effect for a term of up to three (3) years. The Contract term shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, *Contract Creation/Execution*).

All OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date. At the State's option, the Contract may be extended for two (2) years, 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*.

2.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any 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, this extension automatically terminates should a replacement Contract be issued in the interim.

2.3 Price

2.3.1 Material Pricing

Price quoted shall include all custom duties and charges and shall be FOB source location per net ton. Price quoted shall be to two (2) decimal places. Price adjustments, if any, will be calculated on the basis of when the material is actually furnished.

For information regarding specific quarries and materials awarded to each Contractor refer to the Awarded Pricing:<https://www.ogs.ny.gov/purchase/spg/awards/3370023097CAN.HTM>

2.3.2 Transportation/Hauling

Should the Contractor be awarded Transportation/Hauling, the price quoted shall be the net charge per ton mile for Transportation/Hauling, including all customs, duties and transportation/hauling, and shall be FOB destination to any place within any NYSDOT Region(s) where Contract items are awarded to that Contractor. Contractors shall be allowed to quote additional charges per net ton for hauling materials 620.04, 620.05 and 620.06. Price quoted shall be to two (2) decimal places.

Prices for transportation/hauling costs will be based on a sum of two (2) amounts. One price will be for transportation for 0 to 1 mile (0-1) and another price will be for any additional miles (1+). The total distance will equal the distance in roadway miles from the Contractor location to the delivery site (one way, not round trip).

The 0 to 1 mile price will be the price for any distance traveled up to, and including, one mile. This 0 to 1 mile price will be added to the material cost. This final figure will constitute the cost to deliver one ton of material up to one mile.

The 1+ mile price will be the price for any distance traveled after the first mile. For the total delivery charge for 1+ miles, the 1+ mile price will be multiplied by the total number of miles (less the first mile). This total delivery charge for 1+ miles will then be added to the price for 0-1 mile and the material cost, to arrive at the Total Charge for Material (including Delivery) per ton: which is the cost to deliver one ton of material the total number of miles from the Contractor location to the delivery site (one way, not round trip). When utilizing Transportation/Hauling, price shall be FOB destination as designated by ordering agency.

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Example for 20 miles with transportation/hauling:

Price for (0-1) Mile (example) =	\$2.00
Price for (1+) Miles (example) =	\$0.40
Price for Material (example) =	\$15.00
Delivery charge for (0-1) Mile or portion thereof (example) =	\$2.00
Total miles to apply to (1+) Miles price (example) are (20-1) =	19 miles
Total Delivery charge for (1+) Miles (example): \$0.400 x 19 miles=	\$7.60
Total Delivery charge per ton (for the entire distance of 20 Miles) =	\$9.60
Total Charge for Material (including Delivery) per ton =	\$24.60

2.4 Procurement Instructions for Authorized Users

1. The Contracts resulting from this IFB will be centralized Contracts issued under a multiple award structure. Products and services offered under the Contracts, pricing, and other Contract information will be posted to the OGS website. Authorized Users shall procure Products and services that best meet their form, function and utility requirements.
2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities/services of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities/services meet the form, function and utility of the Authorized User.
3. Where commodities/services are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded under this IFB. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing. This can be done pursuant to the Quick Quote Process outlined in the section titled, Quick Quote Process.
4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. 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 which should include:
 - statement of need and associated requirements;
 - obtaining all necessary prior approvals;
 - a summary of the Contract alternatives considered for the purchase; and
 - the reason(s) supporting the resulting purchase (e.g., show that 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).

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5. Authorized Users will issue purchase orders directly to the Contractor, specifying any shipping/delivery requirements.
6. Upon Authorized User acceptance of Products and/or services itemized on the purchase order, Contractor will invoice Authorized User for any portion of Products and/or services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products and services.

2.5 Purchases Outside of Region

Authorized Users will be able to purchase from any Contractor included under the resultant Contracts from this award. There are not any purchasing restrictions by NYSDOT Region or by County when selecting a Contractor. For example, Authorized Users may wish to make purchases outside of their NYSDOT Regional location if better pricing can be obtained.

The Authorized Users should consider all the closest listed awardees located in their county and all the counties around them (including the surrounding counties that fall in a different NYSDOT Region) before soliciting quotes from awardees.

Total price of material and Transportation/Hauling must be considered.

2.6 Quick Quote Process

During the course of the Contract Authorized Users may wish to obtain lower prices, and Contractors may wish to lower their Contract prices for various reasons (e.g. excess supply, slow business, etc). This can be accomplished through the use of the Quick Quote Form, which OGS will publish on its public website at the time of award for the use of Authorized Users. Each quick quote situation is unique and the price is firm for that particular project only. If security is a concern, the Authorized User may require bids (Quick Quotes) to be sealed and/or opened publicly.

The use of the Quick Quote Form is **MANDATORY** for all purchases made by Executive Agencies through the Contract(s) resulting from this award. However, where the material is being picked up by the Authorized User (at the Contractor's source location) the use of the Quick Quote Form will be optional (at the Authorized User's discretion).

OGS encourages the use of the Quick Quote Form by Authorized Users other than Executive Agencies as a way to get the best pricing possible.

Authorized Users utilizing the Quick Quote Form are required to award to the lowest responsive bid meeting the requirements outlined in the requested quote. There are no negotiations permitted following the Quick Quote application 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 necessary equipment, etc.) This explanation along with the worksheets must be made a part of the procurement record.

At no time, may a Quick Quote unit price or any unit price offered through this Contract exceed the Contract price. Contractor may, however, offer lower pricing at any time in accordance with Appendix B, § 13(iv).

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2.7 Price Adjustments

The prices set forth in this Contract shall be adjusted (either upward or downward) every three months following the first three months of the Contract in accordance with the provisions of this clause. There shall be no price adjustments during the first three months of the Contract.

The prices shall be adjusted the basis of the not seasonally adjusted **Producer Price Index (PPI) Series ID: PCU21231-21231, Stone Mining & Quarrying**, published by the U.S. Department of Labor (DOL), Bureau of Labor Statistics (BLS). The index is also available through the Internet at the BLS website at: <https://data.bls.gov/cgi-bin/dsrv?pc>. Calculations shall be based on the first-published values for the price adjustment month for comparison. In the event the current data for the referenced PPI is unavailable or the index becomes discontinued, OGS reserves the right to utilize a successor index in the best interest of the State.

The adjustment shall be established as follows. Following the first three months of the Contract, a price adjustment shall be effected beginning with the first month following the first three months of the contract (i.e. July 15, 2018), and then every three months thereafter. A **base index** shall be established utilizing the PPI for February 2018; this shall remain constant throughout the duration of the contract. The adjustment shall be based on the percentage of increase or decrease in the PPI versus the **base index** in the succeeding three months (e.g. May 2018); this shall be the **adjustment index** and will change every three months.

The **adjustment index** is divided by **base index** to establish the adjustment percent change, then this value is multiplied by the originally awarded Material Item unit prices and Optional Item unit prices to yield the adjusted prices effective for all Purchase Orders issued during the applicable periods shown in *Dates for Implementation of Price Adjustments* table. The adjustment percent shall be rounded to the nearest hundredth and shall be applied to the Contract unit prices. In the event of a delay in the contract start date, the State reserves the right to modify the dates in the table accordingly. Price increases shall not exceed 2.0% for any given adjustment period.

The State reserves the right to modify or correct miscalculations or errors in the PPI Price Adjustment as set forth in this Section.

Sample Calculation (all figures are used solely for illustrative purposes)

Base Index	250.5
Adjusted Index	252.7
Percent Change	1.01
Base Unit Price	\$12.50
Multiplied by	1.01
Equals Adjusted Price	\$12.63

OGS Procurement Services will publish revised price pages following each adjustment period indicated in Table – *Dates for Implementation of Price Adjustments*.

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Table: Dates for Implementation of Price Adjustments

Effective Date for Adjustment	Base Index Month	Adjustment Index Month
July 15, 2018	February 2018	May 2018
October 15, 2018	February 2018	August 2018
January 15, 2019	February 2018	November 2018
April 15, 2019	February 2018	February 2019
July 15, 2019	February 2018	May 2019
October 15, 2019	February 2018	August 2019
January 15, 2020	February 2018	November 2019
April 15, 2020	February 2018	February 2020
July 15, 2020	February 2018	May 2020
October 15, 2020	February 2018	August 2020
January 15, 2021	February 2018	November 2020

2.8 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.

2.9 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 10 business days written notice mailed to the Contractor.

2.10 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).

NYS DOT Approved aggregate source, along with any use restrictions, are periodically updated on NYS DOT website. Authorized Users are responsible for checking the current status of the NYS DOT

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approved source location they are planning to purchase from before placing an order. If the awarded source location shows a NYSDOT non-approved status or a restriction for a particular Material Item, the Authorized User should not purchase that Material Item from that source location until it regains a NYSDOT approved status.

2.11 Minimum Order

The minimum quantity of material per purchase order shall be one truckload, unless otherwise waived by the Contractor.

2.12 Invoicing and Payment

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

Contract invoices must include detailed line item information matching the different options outlined in the Quick Quote Form to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order. Authorized Users are instructed not to process invoices without the needed information matching the different options outlined in the Quick Quote Form.

Payment shall be made at the quoted and agreed upon price (but never more than the Contract price) per net ton for the actual quantity of material received from the Contractor.

Failure to comply may result in lengthy payment delays.

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 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/content/vendor-information> .

2.13 Product Delivery

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

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2.14 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/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis.. 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.

2.15 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 is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at:
<https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

2.16 Insurance

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

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2.17 Report of Contract Usage

Contractor shall submit *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, in accordance with the schedule in table below:

<u>Report</u>	<u>From</u>	<u>To</u>	<u>Report Due Date</u>
1 st	Contract Start	4/14/2019	5/1/2019
2 nd	4/15/2019	10/14/2019	11/1/2019
3 rd	10/15/2019	4/14/2020	5/1/2020
4 th	4/15/2020	10/14/2020	11/1/2020
5 th	10/15/2020	4/14/2021	5/1/2021

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 *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.

2.18 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

New York State Law

Pursuant to New York State Executive Law Article 15-A 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.

General Provisions

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.

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.

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

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the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

Equal Employment Opportunity (EEO)

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.

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.

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.

Form EEO 100 – Staffing Plan [Staffing Plans are only required if the Contract has a value in excess of \$250,000.00. If less than \$250,000.00, remove the below text and replace with "RESERVED" and you must delete this note!]

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.

Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS 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. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

Separate forms shall be completed by Contractor and all subcontractors.

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 submit the Form EEO-101-Commodities and Services 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 submit the Form EEO-101-Commodities and Services 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.

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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 and conviction and prior arrest.

Contract Goals

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/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. 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.

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.

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: <http://www.ogs.ny.gov/MWBE/Forms.asp>

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

Article 17-B of the New York State Executive 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://online.ogs.ny.gov/SDVOB/search>

Bidder/Contractor is encouraged to contact the Division of Service-Disabled Veteran’s Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

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

2.20 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*.

2.21 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

2.22 "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.

2.23 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://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

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2.24 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.

2.25 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.

2.26 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

2.27 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.

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SECTION 3: SPECIFICATIONS

3.1 Materials

The following are the descriptions of Material Items that are included in this Award. All materials specified, with the exception of Screened Gravel Items 703-0203G through 703-0203L and Crusher Run Items A1 through A5, must come from a NYSDOT approved source.

It is the responsibility of the Authorized User to check the NYSDOT website or verify with the respective NYSDOT Regional Materials Engineer before purchasing materials that require an approved source.

Material #	Descriptive Title	Miscellaneous Notes	Material Use
203.06	Select Fill	The top size can be up to 3 feet in maximum dimension	Used to construct embankments
203.07	Select Granular Fill	The top size can be up to 4 inches in maximum dimension	Used for backfill around pipes, etc. It is usually a sandy type material
203.20	Select Granular Fill Sub-grade	The maximum size is 12 inches	Used to construct roadway sub-grades, which are placed under sub-bases
304.11 304.12 304.13 304.14 304.14A	Type 1 Sub-base Coarse Type 2 Sub-base Coarse Type 3 Sub-base Coarse Type 4 Sub-base Coarse Type 4A Sub-base Coarse	Type 1 is the most commonly used sub-base coarse. Different items and densities correspond with different gradations	Used to construct pavement sub-bases. Commonly referred to as gravel, although it may be crushed stone, slag, etc. Not for use as a finished surface for a gravel road.
605.0901 605.1001 605.1101	Underdrain Filter, Type I Underdrain Filter, Type II Underdrain Filter, Type III	Basically a ¼ inch size stone or gravel	Used as a filter material around underdrain pipe.
620.02 620.03 620.04 620.05 620.06 620.08	Fine Stone Fill Light Stone Fill Medium Stone Fill Heavy Stone Fill Rip Rap Stone Bedding Material	Ranges from 3 inches in diameter for fine stone fill to 2 feet for heavy stone fill.	Used for bank and channel protection (erosion control). This material is dumped from trucks, not individually placed.
703-0201A 703-0201B 703-0201C 703-0201D 703-0201E 703-0201F	Crushed Stone – Size 1A Crushed Stone – Size 1 st Crushed Stone – Size 1 Crushed Stone – Size 2 Crushed Stone – Size 3A Crushed Stone – Size 3	Top sizes range from 3/16 inches to 1.5 inches. Produced from ledge rock. Not available locally in the entire state.	Used for bituminous surface treatment, hot mix asphalt, concrete, etc. Equivalent performance to crushed gravel.

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Material #	Descriptive Title	Miscellaneous Notes	Material Use
703-0202A 703-0202B 703-0202C 703-0202D 703-0202E 703-0202F	Crushed Gravel – Size 1A Crushed Gravel – Size 1 st Crushed Gravel – Size 1 Crushed Gravel – Size 2 Crushed Gravel – Size 3A Crushed Gravel – Size 3	Top sizes range from 3/16 inches to 1.5 inches. Produced from gravel. Not available locally in the entire state.	Used for bituminous surface treatment, hot mix asphalt, concrete, etc. Equivalent performance to crushed stone.
703-0203G 703-0203H 703-0203I 703-0203J 703-0203K 703-0203L	Screened Gravel – Size 1A Screened Gravel – Size 1 st Screened Gravel – Size 1 Screened Gravel – Size 2 Screened Gravel – Size 3A Screened Gravel – Size 3	Top sizes range from 3/16 inches to 1.5 inches. Not available locally in the entire state.	Used for underdrain fill
703-01 703-03 703-04 703-06 703-07	Fine Aggregate Mortar Sand Grout Sand Cushion Sand Concrete Sand	Natural sand or manufactured sand. Gradations for each item are specified in the NYSDOT Standard Specifications, most current version.	Used as fine aggregate component in Mortar, Grout, Concrete, and for Cushion Sand.
712-15A 712-15B	Gabion Stone Gabion Stone	4"-8" 8"-12"	Used for gabion baskets
A1 A2 A3 A4 A5	Crusher Run - Size Crusher Run – Size Crusher Run – Size Crusher Run – Size Crusher Run – Size	Maximum top size 1" Maximum top size # 1 Maximum top size 1" Maximum top size 1.5" Maximum top size 2"	Generally used as bulk fill to stabilize structures. May also be used for footpaths and shoulder backup.
Abrasive A Abrasive B	Abrasive-Gradation A Abrasive-Gradation B	Natural sand or manufactured sand. Gradations for each item are specified in <i>Detailed Specifications: Fine and Coarse Aggregates</i>	Used to treat snow and ice on pavements

(continued)

3.2 References

References are made herein to New York State Department of Transportation, Standard Specifications, most current version and all current addenda at the time of the bid opening.

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

For materials where the NYSDOT approved list is referenced, the list may be found on the NYSDOT's website, www.nysdot.gov . Go to "Business Center" and then "Publications and Guidance."

The most current approved list can be found by using the following link:

<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>

For information regarding how to become an approved source or to make arrangements for inspection of materials when required, use the following link:

<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>

3.3 Product Requirements

Specifications for each Fine and Coarse Aggregates material item included in this contract are set forth under *Detailed Specifications: Fine and Coarse Aggregates*.

(continued)

State of New York
Office of General Services
Procurement Services
Contract Performance Report

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

Contract No.: _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments:

Agency: _____ Prepared by: _____

Address: _____ Title: _____

Date: _____

Phone: _____

E-mail: _____

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

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Customer Services, 38th Floor
Attn: Brandy Alden
Brandy.Alden@ogs.ny.gov
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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