



Contract Award Notification

Title	: Group 33700 – Fine and Coarse Aggregates (Statewide) Classification Code(s): 11
Award Number	: 23221 (Replaces Award 23097)
Contract Period	: Upon OSC Approval to April 14, 2024
Bid Opening Date	: December 4, 2020
Date of Issue	: April 15, 2021 (Revised January 12, 2024)
Specification Reference	: As Incorporated in the Invitation for Bids
Contractor Information	: Appears starting on Page 2 of this Award

Address Inquiries To:			
Name :	Brandy Alden	Procurement Services	
		Customer Services	
Title :	Contract Management Specialist 2	Phone :	518-474-6717
Phone :	518-408-1140	E-mail :	customer.services@ogs.ny.gov
E-mail :	Brandy.Alden@ogs.ny.gov		

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

Description

This Award 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.

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

Table of Contents

SECTION 1: CONTRACTOR INFORMATION 4

 1.1 Contractor Information 4

 1.2 Small, Minority and Women-Owned Businesses 19

 1.3 Recycled, Remanufactured and Energy Efficient Products 19

 1.4 Note to Authorized Users 20

 1.5 Estimated Quantities 20

 1.6 Definitions 21

SECTION 2: SPECIFICATIONS 22

 2.1 Specifications 22

 2.2 References 23

 2.3 Product Requirements 23

SECTION 3: TERMS AND CONDITIONS 24

 3.1 Contract Term and Extensions 24

 3.2 Short term Extension 24

 3.3 Price 24

 3.3.1 Material Items Pricing 24

 3.3.2 Optional Items Pricing (Transportation/Hauling) 24

 3.4 Procurement Instructions for Authorized Users 25

 3.5 Purchases Outside of Region 26

 3.6 Quick Quote Process 26

 3.7 Price Adjustment 27

 3.8 Best Pricing Offer 28

 3.9 Price Structure 28

 3.10 Ordering 28

 3.11 Purchasing Card Orders 29

 3.12 Minimum Order 29

 3.13 Invoicing and Payment 29

 3.14 Product Returns and Exchanges 30

 3.15 Unanticipated Excessive Purchase 30

 3.16 Contract Administration 30

 3.17 NYS Financial System (SFS) 30

 3.18 Americans with Disabilities Act (ADA) 31

 3.19 Insurance 31

 3.20 Report of Contract Usage 31

 3.21 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 31

 3.22 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses 34

 3.23 Environmental Attributes and NYS Executive Order Number 4 34

 3.24 Overlapping Contract Products 34

 3.25 Preferred Source Products 35

3.26 NYS Vendor Responsibility35

3.27 “OGS or Less” Guidelines36

3.28 Non-State Agencies Participation in Centralized Contracts36

3.29 Extension of Use.....36

3.30 New Accounts37

3.31 Drug and Alcohol Use Prohibited37

3.32 Traffic Infractions37

3.33 Samples37

3.34 Re-Weighing Product38

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://online.ogs.ny.gov/purchase/spg/awards/3370023221CAN.HTM>

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69332 SB	Adirondack Natural Resources, LLC 1900 Duanesburg Road Duanesburg, New York 12056	84-4862348 1100250846
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-863-4345		Phone #: 518-848-5360
Contact: Kari Bernhardt		Contact: Mark Baird
E-mail: mark@adirondacknaturalresources.com		
Hours: 6:30AM - 3:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69333 SB	Barre Stone Products, Inc. 14120 West Lee Road Albion, New York 14411	16-1274400 1000007971
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 585 589-4481		Phone #: 585 589-4481
Contact: Mark D. Keeler		Contact: Mark D. Keeler
E-mail: mkeeler@keelerconstruction.com		E-mail: mkeeler@keelerconstruction.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>
PC69334	Barrett Paving Materials Inc. 26572 NYS Route 37 Watertown, New York 13601	13-3003901 1000038867
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000s</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 315-652-4585	Cell # (315) 794-6579	Phone #: 315-788-2037
Contact: Michael J. Labuz	E-mail: mlabuz@barrettpaving.com	Cell #: 315-378-2509
Website: www.barrettpaving.com		Contact: Jeremy Brown
		E-mail: jbrown@barrettpaving.com
Hours: 8:00AM - 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69335 SB	Boru Holdings, LLC 170 East Service Rd. Binghamton, New York 13901	20-8218649 1100254466
<i>Contractor does not accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 607-245-6101	Contact: Jeffrey M. O'Brien	Phone #: 607-245-6101
E-mail: Jeff@Botharconst.com		Contact: Jeffrey M. O'Brien
		E-mail: Jeff@Botharconst.com
Hours: 7:00AM - 5:00PM Monday-Friday 7:00AM – 12:00PM Saturday by appointment		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69336	Callanan Industries, Inc. d/b/a Iroquois Rock Products PO Box 15097 Albany, New York 12212-5097	14-1539261 1000027416
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<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 x72742	Phone #: 518-225-2539	Toll-Free# 800-446-8649 x72742
Contact: James Elacqua	E-mail: james.elacqua@callanan.com	Phone #: 518-225-2539
Website: www.callanan.com		Contact: James Elacqua
		E-mail: james.elacqua@callanan.com
Hours: 7:00AM - 3:30PM Monday-Friday 7:00AM – 12:00PM Saturday (Seasonal - at some locations) Sunday normally closed (call customer service)		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69337	Carver Sand & Gravel LLC 494 Western Turnpike Altamont, New York 12009	14-1808588 1000007228
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-355-0505		Phone #: 518-376-0044
Contact: Brad Bellen		Contact: Brad Bellen
E-mail: bbellen@carvercompanies.com		E-mail: bbellen@carvercompanies.com
Hours: 7:00AM - 4:00PM Monday-Friday (Summer) 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69338 SB	Certified Road Constructors Inc d/b/a Material Sand & Gravel 172 Hinckley Road Poland, New York 13431	14-1644821 1000014075
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<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# 1-800 287-2854		Toll-Free# 1-800 287-2854
Phone #: 518-273-5800 x131 518-858-7222 (cell)		Phone #: 518-273-5800 x131 518-858-7222 (cell)
Contact: Nicholas M DiNova Jr.		Contact: Nicholas M DiNova Jr.
E-mail: ndinova@bondedconcrete.com		E-mail: ndinova@bondedconcrete.com
Website: www.materialsandandgravel.com		
Hours: 6:00AM - 4:00PM Monday-Friday 7:00AM – 12:00PM Saturday (Appointment Only)		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69339	Cobleskill Stone Products, Inc. P.O. Box 220 / 112 Rock Road Cobleskill, New York 12043	14-1646795 1000006949
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-365-1736		Phone #: 518-365-1736
Contact: Michael M. Moore		Contact: Michael M. Moore
E-mail: mmoore@cobleskillstone.com		E-mail: mmoore@cobleskillstone.com
Website: www.cobleskillstoneproducts.com		
Hours: 6:00AM - 4:30PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69340 SB	Colarusso Quarry Co. a div of A. Colarusso & Son, Inc. 91 Newman Rd, P.O. Box 302 Hudson, New York 12534	14-1424400 1000006693
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-828-3218	Contact: Sean McCarthy	Phone #: 518-821-0432
E-mail: smccarthy@acolarusso.com	E-mail: jrh@colarusso.com	
Website: www.acolarusso.com		
Hours: 7:00AM - 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69341 SB	Country Side Sand and Gravel, Inc. 13870 Taylor Hollow Road Collins, New York 14034	16-0879563 1000043868
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 716-532-3371	Contact: William M. Phillips	Phone #: 716-861-7271
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>
PC69342 SB	County Line Stone Co., Inc 4515 Crittenden Road Akron, New York 14001	16-0836378 1000007535
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 716-542-5435	Contact: Bradley M. Buyers	Phone #: 716-544-2079
E-mail: brad@clstone.us	E-mail: brad@clstone.us	
Website: www.clstone.us		
Hours: Winter: 7:00AM - 3:30PM Monday-Friday Summer: 6:30-4:30PM Monday -Friday (May-October) 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69343	Cranesville Block Co. Inc 1250 Riverfront Center Amsterdam, New York 12010	14-1424795 1000039192
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<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# 518-684-6000	Phone #: 518-684-6007	Toll-Free# 518-684-6000
Contact: Joe Tesiero	E-mail: Tesiero@cranesville.com	Phone #: 518-684-6007
Website: www.cranesville.com		Contact: Joe Tesiero
		E-mail: Tesiero@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>
PC69344 SB	Cushing Stone Co. Inc 725 State Highway 5S Amsterdam, New York 12010	14-0594140 1000006626
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518 887-2521	Contact: James M. Loucks	Phone #: 518 858-2774
E-mail: cushingstone@cranesville.com		Contact: James M. Loucks
		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>
PC69345 SB	Dalrymple Gravel & Contracting Co., Inc. 2105 South Broadway Pine City, New York 14871	16-0399910 1000007432
<i>Contractor <u>accepts</u> NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 607-737-6200 x107	Contact: Jason Strawser	Phone #: 607-738-5651
E-mail: jstrawser@dalgravel.com	Website: www.dalrymplegravel.com	Contact: Jason Strawser
		E-mail: jstrawser@dalgravel.com
Hours: 8:00AM - 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69346	Dan Gernatt Gravel Products, Inc. 13870 Taylor Hollow Road Collins, New York 14034	16-0805847 1000007522
<i>Contractor does not accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
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>
PC69347	Dolomite Products Company, Inc. d/b/a A.L. Blades 1150 Penfield Road Rochester, New York 14625	16-0410930 1000007433
<i>Contractor does not accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #:	607-968-1156	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>
PC69348	E. Tetz & Sons LLC 127 Prospect Hill Road Brewster, New York 10509	06-1002084 1000005347
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #:	845-692-4486	Phone #: 914-403-6830
Contact:	Kristina Krauss	Contact: Gary Metcalf
E-mail:	kkrau@peckham.com	E-mail: gmetc@peckham.com
Website:	www.etetz-sons.com	
Hours: 8:00AM - 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69349 SB	Eagle Harbor Sand & Gravel, Inc. 10830 Blair Rd Medina, New York 14103	20-2422594 1100006672
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 585-798-4501	Contact: Tom Biamonte	Phone #: 585-798-4501
E-mail: tom@shelbystone.com	E-mail: tom@shelbystone.com	
Website: www.shelbystone.com		
Hours: 7:00AM - 3:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69350 SB	Eastern Materials LLC 1250 Riverfront Center Amsterdam, New York 12010	20-5775897 1000044380
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<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# 518-684-6000	Phone #: 518-684-6007	Toll-Free# 518-684-6000
Contact: Joe Tesiero	E-mail: Tesiero@Cranesville.com	Contact: Joe Tesiero
		E-mail: Tesiero@Cranesville.com
Hours: 7:00AM - 3:30PM Monday-Friday 7:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69351 SB	Gernatt Asphalt Products, Inc. 13870 Taylor Hollow Road Collins, New York 14034	16-0847121 1000007542
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 716-532-3371	Contact: William M. Phillips	Phone #: 716-861-7271
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>
PC69352	Heidelberg Materials Northeast NY LLC fka Hanson Aggregates NY LLC P.O. Box A Nedrow, New York 13120	16-0928494 1000028456
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<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# 800 295-9991		Toll-Free# 800 295-9991
Contact: Douglas A. Fuess Jr.		Contact: Douglas A. Fuess Jr.
E-mail: Doug.fuess@heidelbergmaterials.com		E-mail: Doug.fuess@heidelbergmaterials.com
Website: www.heidelbergmaterials.us		
Hours: 7:00AM - 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69363	Holcim Quarries NY Inc fka Redland Quarries NY Inc 75 Pineview Drive Amherst, New York 14228	16-1375200 1100221864
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 716-783-2405		Phone #: 716-783-2405
Contact: John Norton		Contact: John Norton
E-mail: john.norton@holcim.com		E-mail: john.norton@holcim.com
Website: www.holcim.us		
Hours: 8:00AM - 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69353 SB	JAMESTOWN MACADAM, INC PO BOX 518 CELORON, New York 14720	16-0971315 1000007629
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
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>
PC69354 SB	JML QUARRIES INC 420 BERNAS RD COCHECTON, NEW YORK 12726	22-2783752 1000033562
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 845-888-2235		Phone #: 845-932-8206
Contact: Don Smith		Contact: Luke Bernas
E-mail: dons@jmss.biz		E-mail: lukeb@jmss.biz
Hours: 7:00AM - 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69355	Jointa Galusha LLC 269 Ballard Road Wilton, New York 12866	14-1795404 1000007212
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-584-2421		Phone #: 518-744-5782
Contact: Peter Fitzgerald		Contact: Peter Fitzgerald
E-mail: pbfitzgerald@dacollins.com		E-mail: pbfitzgerald@dacollins.com
Website: www.dacollins.com		
Hours: 8:00AM - 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69356	Jointa Lime Company 269 Ballard Road Wilton, New York 12866	14-0784630 1100176453
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-584-2421		Phone #: 518-744-5782
Contact: Peter Fitzgerald		Contact: Peter Fitzgerald
E-mail: pbfitzgerald@dacollins.com		E-mail: pbfitzgerald@dacollins.com
Website: www.dacollins.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>
PC69357 SB	Mitchell Stone Products LLC 15 Mitchell Lane Tupper Lake, New York 12986	26-2047268 1000031060
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-359-7029		Phone #: 518-359-7029
Contact: Jennifer Boushie		Contact: Paul Mitchell
E-mail: jen_at_mitchells@yahoo.com		E-mail: pjmlog@hotmail.com
Website: www.MitchellStoneProducts.com		
Hours: 9:00AM - 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69358	New Enterprise Stone & Lime Co., Inc 500 Como Park Blvd Buffalo NY 14227	23-1374051 1100008287
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 716-826-7310		Phone #: 716-826-7310
Contact: Robert Warrington		Contact: Curt Resetarits
E-mail: rwarrington@nesl.com		E-mail: cresetarits@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>
PC69359	Pallette Stone Corp. 269 Ballard Road Wilton, New York 12866	14-0951322 1000006634
<i>Contractor <u>accepts</u> NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-584-2421		Phone #: 518-744-5782
Contact: Peter Fitzgerald		Contact: Peter Fitzgerald
E-mail: pbfitzgerald@dacollins.com		E-mail: pbfitzgerald@dacollins.com
Website: www.dacollins.com		
Hours: 8:00AM - 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69360	Peckham Materials Corp. 763 Schoharie Turnpike Athens, New York 12015	14-1470013 1000006732
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<i>Contractor offers prompt payment discount of 1%/10 days</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-588-6357		Phone #: 518-588-6357
Contact: Dan Flannery		Contact: Dan Flannery
E-mail: dflan@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>
PC69361 SB	Poland Sand & Gravel, LLC 17 Railroad St. Poland, New York 13431	41-2063702 1000031730
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 315-826-3761		Phone #: 315-826-3761
Contact: Scott Rommel		Contact: Scott Rommel
E-mail: srommel@rommelcompanies.com		E-mail: srommel@rommelcompanies.com
Website: www.polandsandandgravel.com		
Hours: 7:00AM - 4:30PM Monday-Friday (May-December) 8:00AM – 12:00PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69362	Putnam Materials Corp. 172 Prospect Hill Road Brewster, New York 10509	26-0467391 1100004381
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<i>Contractor offers prompt payment discount of 1%/10 days</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 914-949-2000 x1080		Phone #: 914-949-200 x1080
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>
PC69364	Riccelli Enterprises Inc 6131 East Taft Road North Syracuse, New York 13212	16-1404955 1000035127
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<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# 315-433-5115		Toll-Free# 315-433-5115
Phone #: 585-370-4002		Phone #: 585-370-4002
Contact: Richard Riccelli		Contact: Richard Riccelli
E-mail: richr@riccellienterprises.com		E-mail: richr@riccellienterprises.com
Website: www.riccellienterprises.com		
Hours: 8:00AM - 5:00PM Monday-Friday 8:00AM - 12:00PM Saturday, Sunday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69365 SB	Seneca Stone Corporation 2747 Canoga Road Seneca Falls, New York 13148	16-1124518 1000007782
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 315-226-2533		Phone #: 315-226-2533
Contact: Matt Bryant		Contact: Matt Bryant
E-mail: mbryant@senecastone.com		E-mail: mbryant@senecastone.com
Hours: 8:00AM - 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69366 SB	Shelby Crushed Stone, Inc. 10830 Blair Rd Medina, New York 14103	20-2421945 1000018998
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 585-798-4501		Phone #: 585-798-4501
Contact: Tom Biamonte		Contact: Thomas Biamonte
E-mail: tom@shelbystone.com		E-mail: tom@shelbystone.com
Website: www.shelbystone.com		
Hours: 7:00AM - 3:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69367 SB	Spallina Materials, Inc. PO Box 89 West Bloomfield, New York 14585	20-4484008 1000008635
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 585-658-2248	Contact: Todd Krenzer	Phone #: 585-233-8084
E-mail: tkrenzer@spallinamaterials.com	Website: www.spallinamaterials.com	E-mail: tkrenzer@spallinamaterials.com
Hours: 7:00AM - 3:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69368	Suit-Kote Corporation 1911 Lorings Crossing Road Cortland, New York 13045	16-1177189 1000007846
<i>Contractor does not accept NYS Procurement Card</i>		
<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	Phone #: 315-238-7053 x350	Toll-Free# N/A
Contact: Mike Murphy	E-mail: mmurphy@suit-kote.com	Phone #: 315-345-4125
Website: www.suit-kote.com		Contact: Joe Peronne
		E-mail: jperonne@suit-kote.com
Hours: 7:30AM - 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69369 SB	T. H. Kinsella, Inc. P. O. Box 7 Fayetteville, New York 13066	16-0927249 1000007600
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 315-637-3390	Contact: Allan E. Curtis	Phone #: 315-247-3612
E-mail: allanecurtis@yahoo.com		Contact: Allan E. Curtis
		E-mail: allanecurtis@yahoo.com
Hours: 7:00AM - 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69370 SB	Thalle Industries Inc 172 Route 9 Fishkill, New York 12524	13-3277028 1000054739
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 914-291-3689		Phone #: 914-490-7328
Contact: Michael Keahon		Contact: John J. Amato
E-mail: MKeahon@Thalleindustries.com		E-mail: JAmato@Thalleindustries.com
Hours: 6:00AM - 4:30PM Monday-Friday 6:00AM – 2:30PM Saturday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69371 SB	Tri-City Highway Products, Inc. 145 Podpadic Road Richmondville, New York 12149	16-1634151 1000044200
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: (518) 294-9964		Phone #: (518) 857-5419
Contact: Martin A Galasso Jr.		Contact: Martin A Galasso Jr.
E-mail: martyjr@lancdev.com		E-mail: martyjr@lancdev.com
Website: www.Lancasterdevelopment.com		
Hours: 8:00AM - 5:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69372 SB	Troy Sand Gravel Co. Inc. 36 Grange Road West Sand Lake, New York 12196	20-3172003 1000055560
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<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# 1-800-287-2854		Toll-Free# 800-287-2854
Phone #: 518-273-5800 x131		Phone #: 518-858-7222 (cell)
Contact: Nicholas M DiNova Jr.		Contact: Nicholas M DiNova Jr.
E-mail: ndinova@bondedconcrete.com		E-mail: ndinova@bondedconcrete.com
Website: www.troysand&gravel.com		
Hours: 6:00AM - 4:30PM Monday-Friday 7:00AM – 12:00PM Saturday (By Appointment Only)		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69373	Upstone Materials Inc. 111 Quarry Rd Plattsburgh, New York 12901	82-1158917 1100184717
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 518-569-0868		Phone #: 518-569-0868
Contact: Kristofer Cross		Contact: Kristofer Cross
E-mail: kcross@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>
PC69374 SB	Victor Gravel Corp. d/b/a Rochester Gravel Products 1392 Oak Openings Rd. Avon, New York 14414	46-2043630 1100254849
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 585-924-8603		Phone #: 585-991-8056
Contact: Ron Johanson		Contact: Ron Johanson
E-mail: Ron@rochestergravel.com		E-mail: Ron@rochestergravel.com
Website: www.rochestergravel.com		
Hours: 7:00AM - 4:00PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69375	William E. Dailey, Inc. 295 Airport Road Shaftsbury, Vermont 5265	03-0191348 1000042655
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<i>Contractor offers prompt payment discount of 1%/10 days</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 802-442-9923 Ext 253		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: 8:00AM - 4:30PM Monday-Friday		

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69376	Wingdale Materials LLC 172 Prospect Hill Road Brewster, New York 10509	16-1627403 1100006615
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>		
<i>Contractor offers prompt payment discount of 1%/10 days</i>		
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #: 914-949-2000 x1080		Phone #: 914-949-200 x 1080
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		

Cash discount, if shown, should be given special attention.

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

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

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 \$3,300,000.00 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.

1.6 Definitions

Capitalized terms used in this Solicitation 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” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“Fine and Coarse Aggregates” shall refer to 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.

“Material Item” shall refer to the individual Fine and Coarse Aggregate materials listed in Section 2.1, Specifications, and Attachment – Pricing.

“MWBE” shall refer to businesses certified as such by Empire State Development’s Division of Minority and Women’s Business Development. NOTE: Businesses eligible to participate in the program must be owned and operated by women and/or minority group members who are citizens of the United States or permanent resident aliens. Generally, they must have been in operation for at least one year.

“NYSDOT” shall refer to the NYS Department of Transportation.

“NYSDOT Region” shall refer to one of eleven geographical subdivisions of the State used by NYS Department of Transportation to designate or identify the geographic location of a material’s source.

“NYS Holidays” refers 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; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“NYS Vendor ID” shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“Optional Items” shall refer to Transportation/Hauling line items for delivery of Fine and Coarse Aggregates listed in Attachment – Pricing. Bidding of Transportation/Hauling is optional.

“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 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: SPECIFICATIONS

2.1 Specifications

The following are the descriptions of Material Items that are included in this Solicitation.

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.
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.

(Table continued on next page)

MATERIAL #	DESCRIPTIVE TITLE	MISCELLANEOUS NOTES	MATERIAL USE
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 Attachment - <i>Detailed Specifications: Fine and Coarse Aggregates</i>	Used to treat snow and ice on pavements

2.2 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, <https://www.dot.ny.gov/index>. Go to “Business” and then “Publications and Guidance.”

The NYSDOT Approved Materials Suppliers 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, contact the Regional Materials Engineer using the contact information in the following link:

<https://www.dot.ny.gov/divisions/engineering/technical-services/technical-services-repository/alag/rome.html>

2.3 Product Requirements

Specifications for each Fine and Coarse Aggregates material item included in this Solicitation are set forth under Attachment - Detailed Specifications: Fine and Coarse Aggregates.

Contractor shall comply with the specifications set forth therein.

SECTION 3: TERMS AND CONDITIONS

3.1 Contract Term and Extensions

- A. Base Term. Notwithstanding the provisions of Appendix B Section 22, Contract Creation/Execution, the base contract term shall begin on the later of (i) April 15, 2021, or (ii) the date of OSC approval of the final, executed contract documents, and shall continue through and including April 14, 2024.
- B. Extensions: If mutually agreed between OGS and the Contractor, and subject to the approval of OSC, the Contract may be extended under the same terms and conditions for up to one (1) additional two (2) year period. The Contract extension may be exercised on a month to month basis such as an additional three-month, six-month, twelve month, or twenty-four-month period.
- C. The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

3.2 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.

3.3 Price

3.3.1 Material Items 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 item is actually furnished.

Pricing will be collected using Attachment – Pricing.

3.3.2 Optional Items Pricing (Transportation/Hauling)

Should the Contractor bid 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. Contractor 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.

Bids for transportation/hauling costs will be based on a sum of two (2) prices. One price will be bid for transportation for 0 to 1 mile (0-1) and another price will be bid 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).

(Continued on the next page)

The 0 to 1 mile price will be the bid price for any distance traveled up to, and including, one mile. This 0 to 1 mile bid 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 bid price for any distance traveled after the first mile. For the total delivery charge for 1+ miles, the 1+ mile bid 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 bid 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.

Example for 20 miles with transportation/hauling:

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

3.4 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. NYSDOT approved aggregate source, along with any use restrictions, are periodically updated on NYSDOT website found here: <https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>. Authorized Users are responsible for checking the current status of the NYSDOT approved source location they are planning to purchase from before placing an order. If the awarded source location shows a NYSDOT non-approved status 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.

(Continued on the next page)

5. 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).
6. Authorized Users will issue purchase orders directly to the Contractor, specifying any shipping/delivery requirements. 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.

3.5 Purchases Outside of Region

Authorized Users will be able to purchase from any Contractor included under the resultant Contracts from this Invitation for Bids. There won't be 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.

3.6 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 award for the use of Authorized Users. 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 (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 Invitation for Bids. 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.

(Continued on next page)

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).

3.7 Price Adjustment

The prices set forth in this Contract shall be adjusted (either upward or downward) every three months starting on July 1st, 2021 in accordance with the provisions of this clause. There shall be no price adjustments until July 1st, 2021.

The prices shall be adjusted on 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:

- A price adjustment shall be effective beginning on July 1st, 2021 and then every three months thereafter.
- A **base index** shall be established utilizing the **PPI preliminary value of 326.3 (P) for September 2020**; this shall remain constant throughout the duration of the contract.
- An **adjustment index** shall be established utilizing the PPI on the established adjustment index month.
- The adjustment shall be based on the percentage of increase or decrease in the PPI on the established **adjustment index** month versus the **base index**.
- 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 below. The adjustment percent shall be rounded to the nearest hundredth and shall be applied to the Contract unit prices.
- Price increases shall not exceed 10.0% for any given adjustment period.
- In the event of a delay in the contract start date, the State reserves the right to modify the dates in the table accordingly.

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	326.3
Adjusted Index	330.3
Percent Change	$330.3/326.3 = 1.01$
Base Unit Price	\$12.50
Multiplied by	1.01
Equals Adjusted Price	\$12.63

OGS Procurement Services will publish the adjustment percent change following each adjustment period indicated in the table below.

Dates for Implementation of Price Adjustments

Effective Date for Adjustment	Base Index Month	Adjustment Index Month
July 1 st , 2021	September 2020	April 2021
October 1 st , 2021	September 2020	July 2021
January 1 st , 2022	September 2020	October 2021
April 1 st , 2022	September 2020	January 2022
July 1 st , 2022	September 2020	April 2022
October 1 st , 2022	September 2020	July 2022
January 1 st , 2023	September 2020	October 2022
April 1 st , 2023	September 2020	January 2023
July 1 st , 2023	September 2020	April 2023
October 1 st , 2023	September 2020	July 2023
January 15, 2024	September 2020	October 2023

3.8 Best Pricing Offer

During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor 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, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

3.9 Price Structure

- a) 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.
- b) 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.

3.10 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).

NYSDOT Approved aggregate source, along with any use restrictions, are periodically updated on NYSDOT website found here: <https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>. Authorized Users are responsible for checking the current status of the NYSDOT approved source location they are planning to purchase from before placing an order. If the awarded source location shows a NYSDOT non-approved status 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.

3.11 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.

3.12 Minimum Order

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

3.13 Invoicing and Payment

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

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information 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 found here: <https://bsc.ogs.ny.gov/nys-vendors>.

3.14 Product Returns and Exchanges

In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

3.15 Unanticipated Excessive Purchase

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

3.16 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. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in this award. Contractor must notify OGS within five Business Days if its 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.

3.17 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://ogs.ny.gov/procurement/emarketplace>

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

3.18 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/Contractor 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/Contractor 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.

3.19 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.

3.20 Report of Contract Usage

Contractor shall submit Attachment – *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	4/14/2022	5/1/2022
2 nd	4/15/2022	4/14/2023	5/1/2023
3 rd	4/15/2023	08/14/2023	9/1/2023
4 th	08/15/2023	4/14/2024	5/1/2024

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.

3.21 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)

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

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.

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.

IV. 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.

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>

3.22 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://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/>

3.23 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://ogs.ny.gov/greenny>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

3.24 Overlapping Contract Products

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

3.25 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source 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 or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

3.26 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. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

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://onlineservices.osc.state.ny.us/Enrollment/login?0>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

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.

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.

3.27 "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.

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

3.29 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.

3.30 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.

3.31 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.

3.32 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.

3.33 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.
- 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.

3.34 Re-Weighing Product

Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

**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: _____

 _____(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return via email to Stephanie.Remmert@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Attn: Stephanie Remmert
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *