

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	:	<b>Group 31504–Bituminous Concrete Cold Patch (All State Agencies and Political Subdivisions)</b>
		<b>Classification Code(s): 30</b>
<b>Award Number</b>	:	<b><u>22086</u></b> (Replaces Award 21821-PF)
<b>Contract Period</b>	:	<b>December 1, 2010–November 30, 2011</b>
<b>Bid Opening Date</b>	:	<b>August 17, 2010</b>
<b>Date of Issue</b>	:	<b>December 7, 2010</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name</b> : Marcos Ortiz, CPPB <b>Title</b> : Purchasing Officer I <b>Phone</b> : 518-474-1557 <b>Fax</b> : 518-474-8676 <b>E-mail</b> : marcos.ortiz@ogs.state.ny.us	Procurement Services Group Customer Services <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.state.ny.us

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

### Description

Cold patch is also referred to as stockpile patch. It is a non-heated mixture of liquid bituminous material and stone of various sizes and special ingredients that allow it to be easily handled for placement in potholes, but hardens when compacted in those same potholes.

PR # 22086

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT#</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65271 SB	ALBANY ASPHALT & AGGREGATES CORP. 101 Dunham Drive Albany, NY 12202	800/724-1920 Ext. 213 518/436-8916 Ext. 213 John M. Stutzman Fax: 518/434-8638 E-mail: stutz1937@aol.com	141299613
PC65272 SB	ALLIANCE PAVING MATERIALS, INC. 846 Lawrence St. Rome, NY 13440 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	315/337-0795 Roger Krol or Jamie Aiello Fax: 315/337-1060 E-mail: jamie@ocuto.com	161090940
PC65273 SB	BARRE STONE PRODUCTS, INC. 14120 West Lee Road Albion, NY 14411 <i>This vendor accepts the NYS Procurement Card for orders up to \$2,500.00</i>	585/589-4481 Mark D. Keeler Fax: 585/589-1160 E-mail: crusherun@aol.com	161274400
PC65274	BARRETT PAVING MATERIALS, INC. 4530 Wetzel Road Liverpool, NY 13090	315/469-3269 Jeremy Brown Fax: 315/492-0911 E-mail: jbrown@barrettpaving.com	133003901
PC65275 SB	BLACK GOLD INDUSTRIES, INC. P.O. Box 306 Ridge, NY 11961	631/878-1676 Nick Garone Fax: 631/205-2422 E-mail: xcel123@aol.com	050620795
PC65276 SB	BROOME BITUMINOUS PRODUCTS INC. 416 Prentice Road Vestal, NY 13850	607/729-0498 Daniel W. Gates Fax: 607/729-0853 E-mail: danbbpi@stny.rr.com	161275720
PC65277	CALLANAN INDUSTRIES, INC. P.O. Box 15097 Albany, NY 12212-5097	518/374-2222 Ext. 207 Glenn R. DiMeo Fax: 518/346-0808 E-mail: gdimeo@callanan.com	141539261
PC65278 SB	CHENANGO CONCRETE CORP. d/b/a CHENANGO ASPHALT PRODUCTS P.O. Box 270 Norwich, NY 13815	607/334-2545 Barry Christophersen Fax: 607/334-6772 E-mail: cbrizzee@lancdev.com	161296603
PC65279	COBLESKILL STONE PRODUCTS, INC. P.O. Box 220 Cobleskill, NY 12043	518/234-0221 Ext. 229 Shane J. Strong Fax: 518/234-0226 E-mail: csp.shane@yahoo.com	141646795

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<b><u>CONTRACT#</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65280 SB	COLARUSSO BLACKTOP A DIVISION OF A. COLARUSSO & SON, INC. 91 Newman Rd. Hudson, NY 12534 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	518/828-3218 J.R. Heffner Fax: 518/828-0546 E-mail: jrh@acolarusso.com Website: www.acolarusso.com	141424400
PC65281 SB	COLD MIX MANUFACTURING CORP. 120-30 28 <sup>th</sup> Ave. Flushing, NY 11354	800/985-9192 718/463-1444 Dario Amicucci Fax: 718/463-0292 E-mail: sales@greenpatch.com Website: www.greenpatch.com	261482240
PC65282 SB	COUNTY LINE STONE CO., INC. 4515 Crittenden Rd. P.O. Box 150 Akron, NY 14001	716/542-5435 Bruce M. Buyers Fax: 716/542-5442 E-mail: cls6378@yahoo.com	160836378
PC65283 SB	CUSHING STONE COMPANY, INC. 725 State Highway 5S Amsterdam, NY 12010	518/887-2521 James M. Loucks Fax: 518/887-2520 E-mail: cushingstone@cranesville.com	140594140
PC65284	DOLOMITE PRODUCTS COMPANY, INC. 1150 Penfield Rd. Rochester, NY 14625	585/381-7010 Cindy Miceli Fax: 585/381-0208 E-mail: cmiceli@dolomitegroup.com	160410930
	DOLOMITE PRODUCTS COMPANY, INC. d/b/a A.L. BLADES 7610 County Route 65 Hornell, NY 14843	607/324-3636 Robert U. Blades, Jr. Fax: 607/324-0998 E-mail: rblades@dolomitegroup.com	160410930
PC65285 SB	DUTCHESS QUARRY & SUPPLY CO., INC. 49 Arborio Rd. P.O. Box 651 Pleasant Valley, NY 12669	845/635-8151 John P. Arborio Fax: 845/635-2518 E-mail: dqsc@aol.com	141294098
PC65286	EASTERN MATERIALS LLC 1250 Riverfront Center Amsterdam, NY 12010	518/684-6007 Joe Tesiero Fax: 518/684-0127 E-mail: tesiero@cranesville.com Website: www.cranesville.com	205775897
PC65287 SB	GERNATT ASPHALT PRODUCTS, INC. 13870 Taylor Hollow Rd. Collins, NY 14034 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	716/532-3371 William Schmitz Fax: 716/532-9000 E-mail: bills@gernatt.com Website: www.gernatt.com	160847121

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<b><u>CONTRACT#</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65288	GORMAN BROS., INC. 200 Church St. Albany, NY 12202	518/462-5401 Edward A. House Fax: 518/462-1296 E-mail: ehouse@gormanroads.com Website: www.gormanroads.com	140704840
PC65289	HANSON AGGREGATES NEW YORK LLC P.O. Box 513 4800 Jamesville Rd. Jamesville, NY 13078 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	315/469-5501 Roger R. Hutchinson Fax: 315/469-3133 E-mail: roger.hutchinson@hanson.com	160928494
PC65290	INNOVATIVE MUNICIPAL PRODUCTS (US), INC. d/b/a INNOVATIVE SURFACE SOLUTIONS 454 River Road Glenmont, NY 12077	518/729-4319 Daren Crawford Fax: 518/729-5181 E-mail: orders@innovativecompany.com Website: www.innovativecompany.com	510375765
PC65291 SB	JAMESTOWN MACADAM, INC. P.O. Box 518 Celoron, NY 14720	716/664-5108 Steve Russo Fax: 716/484-0100 E-mail: srusso@jamestownmacadam.com	160971315
PC65292	JOINTA GALUSHA LLC P.O. Box 302 Glens Falls, NY 12801	518/792-5029 John P. Davidson Fax: 518/584-4382 E-mail: j davidson@dacollins.com	141795404
PC65293	LAFARGE NORTH AMERICA, INC. 75 Pineview Dr., Suite 100 Amherst, NY 14228 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	716/505-5306 Perry Galdenzi Fax: 716/505-5353 E-mail: perry.galdenzi@lafarge-na.com Website: www.lafargenorthamerica.com	581290226
PC65294 SB	NASSAU ASPHALT SUPPLY CORPORATION d/b/a RASON ASPHALT P.O. Box 530 Old Bethpage, NY 11804	631/293-6210 Anthony Shakesby Fax: 631/293-6849 E-mail: tshakesby@Rason1.com	113509148
PC65295 SB	N.Y. MATERIALS, LLC 7 Edison Ave. Mount Vernon, NY 10550	914/664-4400 Frank Inello Fax: 914/699-4065 E-mail:	010575979
PC65296	PACKAGE PAVEMENT CO., INC. P.O. Box 408 Stormville, NY 12582	800/724-8193 845/221-2224 Mike Holt Fax: 845/221-0433 E-mail: sales@packagepavement.com Website: www.packagepavement.com	141395160

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<b><u>CONTRACT#</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65297	PALLETTE STONE CORP. P.O. Box 4550 Saratoga Springs, NY 12866	518/584-3877 Scott C. Duffy Fax: 518/584-4382 E-mail: sduffy@dacollins.com Website: www.dacollins.com	140951322
PC65298	PECKHAM MATERIALS CORP. 20 Haarlem Ave. White Plains, NY 10603	914/949-2000 Ext. 461 John B. Reynaud Fax: 914/949-2075 E-mail: jreyn@peckham.com	141470013
PC65299	SENECA STONE CORPORATION 2105 S. Broadway Pine City, NY 14871	315/549-8253 Ext. 12 Tom Cleere Fax: 315/549-7156 E-mail: tcleere@dalholding.com	161124518
PC65300	SUIT-KOTE CORP. 1911 Lorings Crossing Rd. Cortland, NY 13045	800/622-5636 607/753-1100 Mike Murphy Fax: 607/758-9760 E-mail: mmurphy@suit-kote.com Website: www.suit-kote.com	161177189
PC65301	TILCON NEW YORK, INC. 162 Old Mill Road West Nyack, NY 10994 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	800/872-7762 914/261-6560 Tom Hurley Fax: 845/818-3726 E-mail: thurley@tilconny.com Website: www.tilconny.com	061032119
PC65302 SB	VESTAL ASPHALT, INC. 201 Stage Road Vestal, NY 13850 <i>This vendor accepts the NYS Procurement Card for orders up to \$15,000.00</i>	800/837-8253 607/785-3393 Ext. 328 Tim Howell Fax: 607/785-3396 E-mail: timhowell@vestalaspalt.com	161201418

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

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

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

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

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**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group 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

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

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**PLANT LOCATIONS ALPHABETICALLY BY CONTRACTOR**

<b>Contractor</b>	<b>City</b>	<b>County</b>	<b>DOT #</b>
Albany Asphalt & Aggregates Corp.	Albany	Albany	H0001
Alliance Paving Materials, Inc.	Rome	Oneida	H0043
Barre Stone Products, Inc.	Albion	Orleans	H0306
Barrett Paving Materials, Inc.	Binghamton	Broome	H0180
Barrett Paving Materials, Inc.	Westville	Franklin	H0139
Barrett Paving Materials, Inc.	Litchfield	Herkimer	H0323
Barrett Paving Materials, Inc.	Watertown	Jefferson	H0277/H0365
Barrett Paving Materials, Inc.	Boonville	Lewis	H0138
Barrett Paving Materials, Inc.	Jamesville	Onondaga	H0349
Barrett Paving Materials, Inc.	Norwood	St. Lawrence	H0261/H0137
Black Gold Industries, Inc.	Speonk	Suffolk	H0233
Broome Bituminous Products, Inc.	Vestal	Broome	H0350
Buffalo Crushed Stone, Inc.	Lancaster	Erie	H0106/H0331/H0116
Buffalo Crushed Stone, Inc.	Cheektowaga	Erie	H0096/H0250/H0091
Callanan Industries, Inc.	Ravena	Albany	10287
Callanan Industries, Inc.	Clockville	Madison	H0176/H0005
Callanan Industries, Inc.	Pattersonville	Montgomery	10287
Callanan Industries, Inc.	Bridgeville	Sullivan	10282
Callanan Industries, Inc.	East Kingston	Ulster	10282
Chenango Concrete Corp. d/b/a Chenango Asphalt Products	Norwich	Chenango	H0181
Cobleskill Stone Products, Inc.	Hancock	Delaware	H0177
Cobleskill Stone Products, Inc.	Prattsville	Greene	H0178
Cobleskill Stone Products, Inc.	Oneonta	Otsego	H0179
Cobleskill Stone Products, Inc.	Howes Cave	Schoharie	H0180
Cobleskill Stone Products, Inc.	Schoharie	Schoharie	H0181
Colarusso Blacktop A Division of A. Colarusso & Son, Inc.	Hudson	Columbia	H0155
Cold Mix Manufacturing Corp.	Flushing	Queens	H0227
County Line Stone Co., Inc.	Newstead	Erie	H0097, 98, 275
Cushing Stone Company, Inc.	Amsterdam	Montgomery	H0266/H0241
Dalrymple Gravel & Contracting Co., Inc.	Chemung	Chemung	10131
Dolomite Products Company, Inc.	Rochester (Buffalo Rd.)	Monroe	H0103
Dolomite Products Company, Inc.	Rochester (Whalen Rd.)	Monroe	H0104
Dolomite Products Company, Inc. d/b/a A.L. Blades	Hornell	Steuben	H0327
Dutchess Quarry & Supply Co., Inc.	Pleasant Valley	Dutchess	CR-72
Eastern Materials LLC	Kingston	Ulster	H0271
Gernatt Asphalt Products, Inc.	Springville	Erie	H0103
Gorman Bros., Inc.	Albany	Albany	30103
Gorman Bros., Inc.	Mooers	Clinton	---
Gorman Bros., Inc.	Poland	Herkimer	---

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**PLANT LOCATIONS ALPHABETICALLY BY CONTRACTOR (Cont'd)**

<b>Contractor</b>	<b>City</b>	<b>County</b>	<b>DOT #</b>
Gorman Bros., Inc.	Amsterdam	Montgomery	30203
Gorman Bros., Inc.	Clinton	Oneida	30201
Gorman Bros., Inc.	West Sand Lake	Rensselaer	---
Hanson Aggregates New York LLC	Stafford	Genesee	H0289
Hanson Aggregates New York LLC	Jordanville	Herkimer	10288
Hanson Aggregates New York LLC	Watertown	Jefferson	10133
Hanson Aggregates New York LLC	Honeoye Falls	Livingston	H0053
Hanson Aggregates New York LLC	Rochester	Monroe	H0066
Hanson Aggregates New York LLC	Scottsville/Rochester	Monroe	H0053/H0068
Hanson Aggregates New York LLC	St. Johnsville	Montgomery	10039
Hanson Aggregates New York LLC	Oriskany Falls	Oneida	H0034
Hanson Aggregates New York LLC	Skaneateles	Onondaga	10052
Hanson Aggregates New York LLC	Oaks Corners	Ontario	H0054
Hanson Aggregates New York LLC	Ogdensburg	St. Lawrence	10134
Hanson Aggregates New York LLC	South Lansing	Tompkins	10067
Innovative Municipal Products (US), Inc.	Cheektowaga	Erie	H0250/H0106/H0095
Innovative Municipal Products (US), Inc.	Albion	Orleans	H0306
Jamestown Macadam, Inc.	Jamestown	Chautauqua	H0260
Jointa Galusha LLC	Hartford	Warren	H0016
Jointa Galusha LLC	Glens Falls	Warren	H0016
Lafarge North America, Inc.	Lockport	Niagara	10101
Nassau Asphalt Supply Corporation	Melville	Suffolk	H0307
N.Y. Materials, LLC	Mount Vernon	Westchester	H0319
Package Pavement Co., Inc.	Stormville	Dutchess	---
Palette Stone Corp.	Saratoga Springs	Saratoga	H0016
Peckham Materials Corp.	Bedford	Westchester	H0172
Peckham Materials Corp.	Catskill	Greene	H0285
Peckham Materials Corp.	Hudson Falls	Washington	H0010/H0014
Seneca Stone Corporation	Fayette	Seneca	---
Suit-Kote Corp.	Belmont	Allegany	L0602
Suit-Kote Corp.	McGraw	Cortland	H0237
Suit-Kote Corp.	West Oneonta	Otsego	L0902
Suit-Kote Corp.	Watkins Glen	Schuyler	L0603
Suit-Kote Corp.	Cochecton	Sullivan	L0907
Tilcon New York Inc.	West Nyack	Rockland	H0158
Unique Paving Materials Corp.	Elmira Heights	Chemung	---
Unique Paving Materials Corp.	Scottsville	Monroe	---
Vestal Asphalt, Inc.	Vestal	Broome	30903
Vestal Asphalt, Inc.	Sangerfield	Oneida	30204

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**PLANT LOCATIONS ALPHABETICALLY BY COUNTY**

<b>County</b>	<b>City</b>	<b>Contractor</b>	<b>DOT #</b>
Albany	Albany	Albany Asphalt & Aggregates Corp.	H0001
Albany	Ravena	Callanan Industries, Inc.	10287
Albany	Albany	Gorman Bros., Inc.	30103
Allegany	Belmont	Suit-Kote Corp.	L0602
Broome	Binghamton	Barrett Paving Materials, Inc.	H0180
Broome	Vestal	Broome Bituminous Products, Inc.	H0350
Broome	Vestal	Vestal Asphalt, Inc.	30903
Chautauqua	Jamestown	Jamestown Macadam, Inc.	H0260
Chemung	Chemung	Dalrymple Gravel & Contracting Co., Inc.	10131
Chemung	Elmira Heights	Unique Paving Materials Corp.	---
Chenango	Norwich	Chenango Concrete Corp. d/b/a Chenango Asphalt Products	H0181
Clinton	Mooers	Gorman Bros., Inc.	---
Columbia	Hudson	Colarusso Blacktop A Division of A. Colarusso & Son, Inc.	H0155
Cortland	McGraw	Suit-Kote Corp.	H0237
Delaware	Hancock	Cobleskill Stone Products, Inc.	H0177
Dutchess	Pleasant Valley	Dutchess Quarry & Supply Co., Inc.	CR-72
Dutchess	Stormville	Package Pavement Co., Inc.	---
Erie	Lancaster	Buffalo Crushed Stone, Inc.	H0106/H0331/H0116
Erie	Cheektowaga	Buffalo Crushed Stone, Inc.	H0096/H0250/H0091
Erie	Newstead	County Line Stone Co., Inc.	H0097, 98, 275
Erie	Springville	Gernatt Asphalt Products, Inc.	H0103
Erie	Cheektowaga	Innovative Municipal Products (US), Inc.	H0250/H0106/H0095
Franklin	Westville	Barrett Paving Materials, Inc.	H0139
Genesee	Stafford	Hanson Aggregates New York LLC	H0289
Greene	Prattsville	Cobleskill Stone Products, Inc.	H0178
Greene	Catskill	Peckham Materials Corp.	H0285
Herkimer	Litchfield	Barrett Paving Materials, Inc.	H0323
Herkimer	Poland	Gorman Bros., Inc.	---
Herkimer	Jordanville	Hanson Aggregates New York LLC	10288
Jefferson	Watertown	Barrett Paving Materials, Inc.	H0277/H0365
Jefferson	Watertown	Hanson Aggregates New York LLC	10133
Lewis	Boonville	Barrett Paving Materials, Inc.	H0138
Livingston	Honeoye Falls	Hanson Aggregates New York LLC	H0053
Madison	Clockville	Callanan Industries, Inc.	H0176/H0005
Monroe	Rochester-Buffalo Rd.	Dolomite Products Company, Inc.	H0103
Monroe	Rochester-Whalen Rd.	Dolomite Products Company, Inc.	H0104
Monroe	Rochester	Hanson Aggregates New York LLC	H0066
Monroe	Scottsville/Rochester	Hanson Aggregates New York LLC	H0053/H0068
Monroe	Scottsville	Unique Paving Materials Corp.	---

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**PLANT LOCATIONS ALPHABETICALLY BY COUNTY (Cont'd)**

<b>County</b>	<b>City</b>	<b>Contractor</b>	<b>DOT #</b>
Montgomery	Pattersonville	Callanan Industries, Inc.	10287
Montgomery	Amsterdam	Cushing Stone Company, Inc.	H0266/H0241
Montgomery	Amsterdam	Gorman Bros., Inc.	30203
Montgomery	St. Johnsville	Hanson Aggregates New York LLC	10039
Niagara	Lockport	Lafarge North America, Inc.	10101
Oneida	Rome	Alliance Paving Materials, Inc.	H0043
Oneida	Clinton	Gorman Bros., Inc.	30201
Oneida	Oriskany Falls	Hanson Aggregates New York LLC	H0034
Oneida	Sangerfield	Vestal Asphalt, Inc.	30204
Onondaga	Jamesville	Barrett Paving Materials, Inc.	H0349
Onondaga	Skaneateles	Hanson Aggregates New York LLC	10052
Ontario	Oaks Corners	Hanson Aggregates New York LLC	H0054
Orleans	Albion	Barre Stone Products, Inc.	H0306
Orleans	Albion	Innovative Municipal Products (US), Inc.	H0306
Otsego	Oneonta	Cobleskill Stone Products, Inc.	H0179
Otsego	West Oneonta	Suit-Kote Corp.	L0902
Queens	Flushing	Cold Mix Manufacturing Corp.	H0227
Rensselaer	West Sand Lake	Gorman Bros., Inc.	---
Rockland	West Nyack	Tilcon New York Inc.	H0158
Saratoga	Saratoga Springs	Pallette Stone Corp.	H0016
Schoharie	Howes Cave	Cobleskill Stone Products, Inc.	H0180
Schoharie	Schoharie	Cobleskill Stone Products, Inc.	H0181
Schuyler	Watkins Glen	Suit-Kote Corp.	L0603
Seneca	Fayette	Seneca Stone Corporation	---
St. Lawrence	Norwood	Barrett Paving Materials, Inc.	H0261/H0137
St. Lawrence	Ogdensburg	Hanson Aggregates New York LLC	10134
Steuben	Hornell	Dolomite Products Company, Inc. d/b/a A.L. Blades	H0327
Suffolk	Speonk	Black Gold Industries, Inc.	H0233
Suffolk	Melville	Nassau Asphalt Supply Corporation	H0307
Sullivan	Bridgeville	Callanan Industries, Inc.	10282
Sullivan	Cochecton	Suit-Kote Corp.	L0907
Tompkins	South Lansing	Hanson Aggregates New York LLC	10067
Ulster	East Kingston	Callanan Industries, Inc.	10282
Ulster	Kingston	Eastern Materials LLC	H0271
Warren	Hartford	Jointa Galusha LLC	H0016
Warren	Glens Falls	Jointa Galusha LLC	H0016
Washington	Hudson Falls	Peckham Materials Corp.	H0010/H0014
Westchester	Mount Vernon	N.Y. Materials, LLC	H0319
Westchester	Bedford	Peckham Materials Corp.	H0172

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**UPSTATE PRICES: EXCLUDING ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC MATERIAL RATES BY ITEM NUMBER AND DESCRIPTION PER NET TON**

<b>VENDOR - LOCATION</b>	<b>15402.2010 Plant Mix</b>	<b>15402.2020 Cold Mix</b>	<b>15402.2030 Plant-Mixed Modified Mix</b>	<b>15402.2040 Fiber Reinforced Mix</b>	<b>15402.2050 Cold-Mixed Modified Mix</b>
Albany Asphalt - Albany	NB	NB	\$99.500	NB	NB
Alliance Paving - Rome	\$73.000	\$73.000	\$93.000	AP	\$97.000
Barre Stone - Albion	\$65.000	NB	NB	NB	NB
Barrett Paving - Binghamton	\$73.000	NB	\$87.000	NB	NB
Barrett Paving - Westville	NB	\$73.600	NB	NB	NB
Barrett Paving - Litchfield	\$73.000	NB	\$87.000	NB	NB
Barrett Paving - Watertown	NB	\$73.600	NB	NB	NB
Barrett Paving - Boonville	\$73.000	NB	\$87.000	NB	NB
Barrett Paving - Jamesville	\$79.000	NB	\$86.000	NB	NB
Barrett Paving - Norwood	NB	\$73.600	NB	NB	NB
Broome Bituminous - Vestal	\$69.000	\$69.000	\$86.750	\$79.000	\$89.000
Buffalo Crushed Stone - Lancaster	AP	NB	NB	NB	NB
Buffalo Crushed Stone - Cheektowaga	AP	NB	NB	NB	NB
Callanan - Ravena	NB	\$62.000	NB	NB	\$89.750
Callanan - Clockville	\$64.000	NB	NB	NB	\$87.000
Callanan - Pattersonville	NB	\$62.000	NB	NB	\$89.750
Callanan - Bridgeville	NB	\$68.000	NB	NB	\$96.250
Callanan - East Kingston	NB	\$63.000	NB	NB	\$94.000
Chenango Concrete - Norwich	\$68.750	NB	NB	\$75.750	NB
Cobleskill Stone - Hancock	NB	NB	NB	\$80.600	NB
Cobleskill Stone - Prattsville	NB	NB	NB	\$80.600	NB
Cobleskill Stone - Oneonta	NB	NB	NB	\$80.600	NB
Cobleskill Stone - Howes Cave	NB	NB	NB	\$74.600	NB
Cobleskill Stone - Schoharie	NB	NB	NB	\$74.600	NB
Colarusso Blacktop - Hudson	\$70.750	\$70.750	NB	NB	NB
County Line - Newstead	\$65.000	NB	\$85.000	NB	NB
Cushing Stone - Amsterdam	\$53.950	\$53.950	NB	NB	NB
Dalrymple Gravel - Chemung	NB	AP	NB	NB	NB
Dolomite - Rochester-Buffalo Rd.	NB	NB	\$101.000	NB	NB
Dolomite - Rochester-Whalen Rd.	NB	NB	\$101.000	NB	NB
Dolomite d/b/a A.L. Blades - Hornell	AP	AP	\$99.000	NB	NB
Dutchess Quarry - Pleasant Valley	NB	\$68.750	NB	NB	NB
Eastern Materials - Kingston	\$65.000	\$65.000	NB	NB	NB
Gernatt Asphalt - Springville	NB	NB	\$96.850	NB	\$96.850
Gorman Bros. – Albany	NB	NB	NB	NB	\$91.770
Gorman Bros. – Mooers	NB	\$68.120	NB	NB	\$91.770

(continued)

**UPSTATE PRICES: EXCLUDING ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC**  
**MATERIAL RATES BY ITEM NUMBER AND DESCRIPTION PER NET TON (Cont'd)**

<b>VENDOR - LOCATION</b>	<b>15402.2010 Plant Mix</b>	<b>15402.2020 Cold Mix</b>	<b>15402.2030 Plant-Mixed Modified Mix</b>	<b>15402.2040 Fiber Reinforced Mix</b>	<b>15402.2050 Cold-Mixed Modified Mix</b>
Gorman Bros. – Poland	NB	\$58.120	NB	NB	\$90.870
Gorman Bros. - Amsterdam	NB	\$68.120	NB	NB	\$91.770
Gorman Bros. – Clinton	NB	\$58.120	NB	NB	\$90.870
Gorman Bros. - West Sand Lake	NB	NB	NB	NB	\$91.770
Hanson – Stafford	\$77.500	NB	\$105.000	NB	NB
Hanson – Jordanville	NB	\$77.500	NB	NB	NB
Hanson – Watertown	NB	\$77.500	NB	NB	NB
Hanson - Honeoye Falls	\$77.500	NB	\$105.000	NB	NB
Hanson – Rochester	\$77.500	NB	\$105.000	NB	NB
Hanson - Scottsville/Rochester	\$77.500	NB	\$105.000	NB	NB
Hanson - St. Johnsville	NB	\$77.500	NB	NB	NB
Hanson - Oriskany Falls	\$77.500	NB	NB	NB	NB
Hanson – Skaneateles	NB	\$77.500	NB	NB	NB
Hanson - Oaks Corners	NB	\$77.500	\$105.000	NB	NB
Hanson – Ogdensburg	NB	\$77.500	NB	NB	NB
Hanson - South Lansing	NB	\$77.500	NB	NB	NB
Innovative - Cheektowaga	NB	NB	\$99.990	NB	\$99.990
Innovative – Albion	NB	NB	\$99.990	NB	NB
Jamestown Macadam - Jamestown	NB	NB	\$100.000	NB	NB
Jointa Galusha - Hartford	NB	NB	\$107.000	NB	NB
Jointa Galusha - Glens Falls	NB	NB	\$104.000	NB	NB
Lafarge – Lockport	NB	NB	NB	NB	\$103.000
Package Pavement - Stormville	NB	\$76.000	NB	NB	\$92.000
Pallette Stone - Saratoga Springs	NB	NB	\$98.500	NB	NB
Peckham – Catskill	NB	NB	\$104.000	NB	NB
Peckham - Hudson Falls	\$75.950	NB	NB	NB	NB
Seneca Stone – Fayette	NB	NB	NB	NB	\$100.600
Suit-Kote – Belmont	NB	<b>AP</b>	NB	NB	\$102.600
Suit-Kote – McGraw	\$80.600	\$78.600	\$102.600	NB	\$100.600
Suit-Kote - West Oneonta	NB	<b>AP</b>	NB	NB	\$102.600
Suit-Kote - Watkins Glen	NB	<b>AP</b>	NB	NB	\$102.600
Suit-Kote – Cohecton	NB	<b>AP</b>	NB	NB	\$102.600
Unique Paving - Elmira Heights	NB	NB	NB	NB	<b>AP</b>
Unique Paving - Scottsville	NB	NB	NB	NB	<b>AP</b>
Vestal Asphalt - Vestal	NB	\$73.350	NB	NB	\$92.350
Vestal Asphalt - Sangerfield	NB	\$73.350	NB	NB	\$92.350

(continued)

**UPSTATE PRICES: EXCLUDING ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC TRANSPORTATION RATES (HAULING/DELIVERY) PER NET TON MILE**

<b>VENDOR</b>	<b>LOCATION</b>	<b>TRANSPORTATION RATES (Hauling/Delivery) 0-1 mi</b>	<b>TRANSPORTATION RATES (Hauling/Delivery) 1+ mi</b>
Albany Asphalt	Albany	\$2.500	\$0.300
Alliance Paving	Rome	\$2.500	\$0.300
Barre Stone	Albion	\$2.000	\$0.300
Barrett Paving	Binghamton	NB	NB
Barrett Paving	Westville	\$3.500	\$0.200
Barrett Paving	Litchfield	\$2.250	\$0.300
Barrett Paving	Watertown	\$3.500	\$0.200
Barrett Paving	Boonville	\$2.250	\$0.300
Barrett Paving	Jamesville	<b>AP</b>	<b>AP</b>
Barrett Paving	Norwood	\$3.500	\$0.200
Broome Bituminous	Vestal	\$1.500	\$0.250
Buffalo Crushed Stone	Lancaster	<b>AP</b>	<b>AP</b>
Buffalo Crushed Stone	Cheektowaga	<b>AP</b>	<b>AP</b>
Callanan	Ravena	\$0.750	\$0.350
Callanan	Clockville	\$0.750	\$0.350
Callanan	Pattersonville	\$0.750	\$0.350
Callanan	Bridgeville	\$0.750	\$0.350
Callanan	East Kingston	\$0.750	\$0.350
Chenango Concrete	Norwich	\$1.250	\$0.350
Cobleskill Stone	Hancock	\$1.250	\$0.350
Cobleskill Stone	Prattsville	\$1.250	\$0.350
Cobleskill Stone	Oneonta	\$1.250	\$0.350
Cobleskill Stone	Howes Cave	\$1.250	\$0.350
Cobleskill Stone	Schoharie	\$1.250	\$0.350
Colarusso Blacktop	Hudson	<b>AP</b>	<b>AP</b>
County Line	Newstead	<b>AP</b>	<b>AP</b>
Cushing Stone	Amsterdam	\$0.750	\$0.350
Dalrymple Gravel	Chemung	<b>AP</b>	<b>AP</b>
Dolomite	Rochester (Buffalo Rd.)	\$2.000	\$0.300
Dolomite	Rochester (Whalen Rd.)	\$2.000	\$0.300
Dolomite d/b/a A.L. Blades	Hornell	<b>AP</b>	<b>AP</b>
Dutchess Quarry	Pleasant Valley	\$1.150	\$0.350
Eastern Materials	Kingston	\$1.900	\$0.240
Gernatt Asphalt	Springville	\$2.250	\$0.200
Gorman Bros.	Albany	\$1.100	\$0.300
Gorman Bros.	Mooers	\$1.100	\$0.300

(continued)

**UPSTATE PRICES: EXCLUDING ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC**  
**TRANSPORTATION RATES (HAULING/DELIVERY) PER NET TON MILE (Cont'd)**

<b>VENDOR</b>	<b>LOCATION</b>	<b>TRANSPORTATION RATES (Hauling/Delivery) 0-1 mi</b>	<b>TRANSPORTATION RATES (Hauling/Delivery) 1+ mi</b>
Gorman Bros.	Poland	\$1.100	\$0.300
Gorman Bros.	Amsterdam	\$1.100	\$0.300
Gorman Bros.	Clinton	\$1.100	\$0.300
Gorman Bros.	West Sand Lake	\$1.100	\$0.300
Hanson	Stafford	\$1.000	\$0.300
Hanson	Jordanville	\$1.000	\$0.300
Hanson	Watertown	\$1.000	\$0.300
Hanson	Honeoye Falls	\$1.000	\$0.300
Hanson	Rochester	\$1.000	\$0.300
Hanson	Scottsville/Rochester	\$1.000	\$0.300
Hanson	St. Johnsville	\$1.000	\$0.300
Hanson	Oriskany Falls	\$1.000	\$0.300
Hanson	Skaneateles	\$1.000	\$0.300
Hanson	Oaks Corners	\$1.000	\$0.300
Hanson	Ogdensburg	\$1.000	\$0.300
Hanson	South Lansing	\$1.000	\$0.300
Innovative	Cheektowaga	<b>AP</b>	<b>AP</b>
Innovative	Albion	<b>AP</b>	<b>AP</b>
Jamestown Macadam	Jamestown	\$2.250	\$0.200
Jointa Galusha	Hartford	NB	NB
Jointa Galusha	Glens Falls	NB	NB
Lafarge	Lockport	\$2.000	\$0.200
Package Pavement	Stormville	NB	NB
Pallette Stone	Saratoga Springs	NB	NB
Peckham	Catskill	<b>AP</b>	<b>AP</b>
Peckham	Hudson Falls	<b>AP</b>	<b>AP</b>
Seneca Stone	Fayette	<b>AP</b>	<b>AP</b>
Suit-Kote	Belmont	\$2.250	\$0.300
Suit-Kote	McGraw	\$2.250	\$0.300
Suit-Kote	West Oneonta	\$2.250	\$0.300
Suit-Kote	Watkins Glen	\$2.250	\$0.300
Suit-Kote	Cohecton	\$2.250	\$0.300
Unique Paving	Elmira Heights	NB	NB
Unique Paving	Scottsville	NB	NB
Vestal Asphalt	Vestal	NB	NB
Vestal Asphalt	Sangerfield	NB	NB

(continued)

**DOWNSTATE PRICES: ROCKLAND, WESTCHESTER, NASSAU & SUFFOLK COUNTIES & NYC**  
**MATERIAL RATES BY ITEM NUMBER AND DESCRIPTION PER NET TON**

<b>VENDOR</b>	<b>LOCATION</b>	<b>15402.2010 Plant Mix</b>	<b>15402.2020 Cold Mix</b>	<b>15402.2030 Plant-Mixed Modified Mix</b>	<b>15402.2040 Fiber Reinforced Mix</b>	<b>15402.2050 Cold-Mixed Modified Mix</b>
Black Gold	Speonk	NB	NB	\$119.000	NB	\$119.000
Cold Mix Manufacturing	Flushing	NB	NB	\$115.000	NB	\$115.000
N.Y. Materials	Mount Vernon	NB	NB	\$134.000	NB	\$134.000
Nassau Asphalt	Melville	\$102.300	\$102.300	<b>AP</b>	NB	NB
Peckham	Bedford	NB	NB	\$135.000	NB	NB
Tilcon New York	West Nyack	NB	NB	\$118.000	NB	NB

**TRANSPORTATION RATES (HAULING/DELIVERY) PER NET TON MILE**

<b>VENDOR</b>	<b>LOCATION</b>	<b>TRANSPORTATION RATES (Hauling/Delivery) 0-1 mi</b>	<b>TRANSPORTATION RATES Hauling/Delivery) 1+ mi</b>
Black Gold	Speonk	\$3.000	\$0.450
Cold Mix Manufacturing	Flushing	\$2.500	\$0.500
N.Y. Materials	Mount Vernon	NB	NB
Nassau Asphalt	Melville	<b>AP</b>	<b>AP</b>
Peckham	Bedford	NB	NB
Tilcon New York	West Nyack	NB	NB

(continued)

PRICE:

NET PRICING – Section 24-b of Appendix B, the General Specifications has been modified to include the following:

**Price is FOB the contractor's location and includes all customs duties and charges and is FOB plant** (or if applicable, other supply locations) **per net ton and per net ton mile** as called for herein.

**Lower Pricing** - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

**Insurance** - Price includes the following insurance coverage costs.

- Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence ;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;

Owners and Contractors Protective Insurance Coverage (OCP) shall be a separate price and shall only be included when specifically called for by an ordering agency. OCP requirements should be reviewed carefully. (Please see separate CONTRACTOR INSURANCE clause, especially section on "ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD".) Note that pricing for OCP is not required to be bid and is not a requirement for award; however, if an agency requires OCP coverage the vendor must supply it. This requirement will be stated on the "Quick-Quote" form and a pass through cost will be allowed. The charge for OCP insurance will be used to determine the lowest cost for the project.

(continued)

PRICE: (Cont'd.)

**Purchase Outside Region** - During the course of the award, agencies may wish to make purchases outside their regional location if better pricing can be obtained.

**PRICE FOR TRANSPORTATION (HAULING):**

Transportation (hauling) costs are based on two (2) prices. One price is for transportation for 0 to 1 mile (0-1) and one price will be for any additional miles (1+).

The “0 - 1 mile” price is the price for any distance traveled up to and including one mile. This “0 - 1 mile” price is added to the material cost. This final figure constitutes the cost to deliver one ton of material up to one mile.

The “1+ mile” price is the price for any distance traveled after the first mile. This “1+ mile” price is multiplied by the total number of miles (less the first mile), added to the “0-1 mile” price, and then added to the material cost. This final figure constitutes the cost to deliver one ton of material the total number of miles.

The following formulas further illustrate the transportation (hauling) calculations.

**FORMULAS FOR TOTAL DELIVERED COST CALCULATION  
TRANSPORTATION RATES**

**Total cost is determined by applying the following formulas:**

**A) FOR DISTANCE OF ONE MILE OR LESS:**

**EXAMPLE:**

<b>Cost per ton/mile delivery charge for first mile or portion thereof (0-1)</b>		<b>\$ .55</b>
	<b>+</b>	
<b>Material Cost per ton</b>		<b>\$ 35.00</b>
	<b>=</b>	
<b>Total delivered cost per ton for one mile or less</b>		<b>\$ 35.55</b>

**B) FOR DISTANCES OVER ONE (1) MILE:**

<b>(11 miles delivered)</b>		
<b>Total miles minus one (11-1)</b>		<b>10</b>
	<b>X</b>	
<b>Cost per ton/mile each additional mile after the first mile</b>		<b>\$ .06</b>
	<b>=</b>	
<b>Delivery Charge for total miles less the first mile</b>		<b>\$ .60</b>
	<b>+</b>	
<b>Cost per ton/mile for first mile (0-1)</b>		<b>\$ .55</b>
	<b>=</b>	
<b>Total Delivery charge per ton</b>		<b>\$ 1.15</b>
	<b>+</b>	
<b>Material Price per ton</b>		<b>\$ 35.00</b>
	<b>=</b>	
<b>Total Delivered Cost per ton for 11 miles</b>		<b>\$ 36.15</b>

(continued)

**ASPHALT PRICE ADJUSTMENTS:**

- Asphalt price adjustments allowed will be based on the July 1, 2010 average of the F.O.B. terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

The July 1, 2010 average is \$495.000.

**NOTE:** The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

In the event that one or more of the New York State Department of Transportation pre-approved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

- The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the “Adjustment Date”, during the contract period starting with November 20, 2010. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., December 1, 2010) following the adjustment date.
- The unit prices per ton of hot mix asphalt (HMA) purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment	=	New Monthly Average F.O.B. Terminal Price	-	Base Average F.O.B. Terminal Price	)	X	Total % Asphalt (Per Ton) Plus Fuel Allowance
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**NEW MONTHLY AVERAGE F.O.B. TERMINAL PRICE:**

The average F.O.B. terminal price for unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation per New York State Department of Transportation Standard Specification.

**BASE AVERAGE F.O.B. TERMINAL PRICE:**

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of July 1, 2010.

**TOTAL % ASPHALT PLUS FUEL:** The percentage of total allowable asphalt and fuel for each item is as follows:

<u>Item</u>	<u>% Asphalt</u>	<u>+Fuel Allowance</u>	<u>Total % Asphalt Plus Fuel Allowance</u>
15402.2010	6.00	1.00	7.00%
15402.2020	6.00	1.00	7.00%
15402.2030	6.00	1.00	7.00%
15402.2040	6.00	1.00	7.00%
15402.2050	6.00	1.00	7.00%

EXAMPLE: Item 15402.2010

Base Average Price = \$495.000

New Average Price = \$505.000

Total % Asphalt plus Fuel = 7.0%

$\$505.000 - \$495.000 \times 0.070 = +\$0.700$  per ton

**+Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.**

Positive Price Adjustment number shall be added to original per ton Bid Price.

Negative Price Adjustment number shall be subtracted from original per ton Bid Price.

(continued)

ASPHALT PRICE ADJUSTMENTS: (Cont'd)

4. Work performed after the expiration of the contract, where no extension has been granted, resultant from purchase orders placed prior to expiration of the contract will receive the asphalt price adjustments applicable in effect during the last month of the contract.  
  
Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.
5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.100 per ton from the original price. In these instances, prices will revert back to the original prices.
6. All asphalt price adjustments will be computed to three decimal places.
7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.
8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency

PRICE REDUCTIONS:

Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agencies use of the "quick quote" procedure (see below).

QUICK QUOTE/PRICE CALCULATION:

During the course of this award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract price for various reasons, i.e. excess supply, slow business etc. Each quick quote situation is unique and the price is firm for that particular project only.

The use of the quick quote format is optional. Agencies may simply use the contract prices to fill out the price calculation worksheet to determine who has the lowest price. A copy of this form appears on the following page.

If an agency wishes to try to obtain better pricing they must send a quick quote form to the contractors within proximity of the project. If bid security is an issue, the agency can require bids to be sealed and/or opened publicly.

Agencies are to accept the lowest bid meeting their specific need. There are no negotiations permitted following this "Quick Quote" and prices cannot be changed once offered. Failure to adhere to all quick quote procedures may cause a non-state agency to lose the privilege of using State contracts. If for some reason the lowest bid is not taken, the agency must prepare detailed documentation explaining the action taken (i.e., the low contractor could not provide the product in the time frame required). This explanation along with the worksheets must be made a part of the record. State Agencies are required to send copies of all worksheets along with the purchase order to the Office of the State Comptroller.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, at no time, may a price be quoted that is higher than the contract price. Either or both materials cost and hauling expenses can be lowered by the contractor during the quick quote process.

(continued)

*AGENCY COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION*

Agency: _____	Date: _____
Project Name: _____	Number: _____
Project Location: _____	County: _____
Type of Material Required/Spec. Item # _____	
Estimated Total Quantity Required: _____	
OCP Coverage Required? (\$1 Million/occurrence, \$2 Million aggregate)    Yes _____    No _____	
Date Required: _____	
Estimated Number of Days to Complete Project: _____	
Agency Contact: _____	Quick Quote must be returned by _____
Agency Telephone: _____	

*CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE/PRICE CALCULATION*

Contractor Name: _____	Plant#: _____
Plant Location: _____	
Telephone: _____	Estimated Haul Distance: _____ miles
A. Price	\$ _____ F.O.B. Price for Material Per Ton
B. Hauling	\$ _____ 0-1 mile Per Ton
C. Hauling	\$ _____ 1+ miles Per Ton
D. Total miles	_____ miles
E. Total miles Minus 1:	_____ miles
F. OCP Insurance	\$ _____
G. $B + (C \times E) =$ Total Delivery Cost:	\$ _____ Per Ton
H. $A + G =$ \$ _____	= Cost To Deliver One Ton Total # Of miles
I. _____	Total Tons
J. $(H \times I) + F =$ \$ _____	Total Cost

(continued)

**REQUEST FOR CHANGE:**

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

**CONTRACT PAYMENTS:**

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

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

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

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

**NOTE TO CONTRACTOR:**

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

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

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

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

(continued)

**CONTRACT BILLINGS AND PAYMENTS:**

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

**WAGE RATES:**

It is incumbent upon the contractor(s) to pay the prevailing rate of wages as established by the New York State Department of Labor at the time of installation. Rates in effect at the time of the bid opening were contained in the bid documents for this contract award.

**CONTRACTOR INSURANCE:**

**ADDITIONAL INSURANCE REQUIREMENTS AFTER CONTRACT AWARD** – Prior to commencement of work, **the Contractor shall file with Authorized User Agency** (hereinafter referred to as "Agency"), Certificates of Insurance evidencing compliance with **the additional insurance requirements set forth hereafter**.

Acceptance and/or approval by the Agency does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

The following insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Agency; shall be primary and non-contributing to any insurance or self insurance maintained by the Agency; shall be endorsed to provide written notice be given to the Agency, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to:

Authorized User Agency  
Address as stated on purchase order

and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder {General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85**}. The additional insured requirement does not apply to Workers Compensation or Disability coverage.

(continued)

CONTRACTOR INSURANCE (Cont'd):

ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD - (Cont'd)

The Contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the Agency. Such approval shall not be unreasonably withheld. Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Agency and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date of a Purchase Order, the Contractor shall supply the Agency updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor is required by this Contract to obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) for each project for which Contractor receives a Purchase Order:

a) Commercial General Liability

Commercial General Liability Insurance with a limit of **not less than \$5,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.

b) Commercial Automobile Liability

Comprehensive Business Automobile Liability Insurance with a limit of **not less than \$2,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.

c) Commercial Property or Inland Marine Insurance covering the loss or damage to any owned, borrowed, leased or rented equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Agency held in their care, custody and/or control.

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Agency, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against the Agency or (ii) any other form of permission for the release of the Agency.

ADDITIONAL OCP INSURANCE - Contractor understands and agrees that any Authorized User, in particular the New York State Department of Transportation (NYSDOT) may also require Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance. **The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

The request for OCP shall be indicated by the Authorized User on the Quick Quote form. All Quick Quotes submitted must state the cost for such coverage which will be included as part of the Total Cost per Project, and evaluated accordingly by the Authorized User.

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**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

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

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

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

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

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

**EXTENSION OF USE:**

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

**AWARD PENDING:**

Any contractor given an "Award Pending" for a material item may become eligible for award by reducing its price(s) to less than or equal to the "revised average price" increased by 10%. **Acceptable revised pricing for material items shall be considered up to thirty days after date issued that appears on the original Contract Award Notification and again thirty days thereafter.** At each time, if necessary, a supplemental award shall be published to incorporate contractors whose material pricing is determined to be acceptable. A maximum of two supplemental awards shall be issued for this action. Any contractor given an "Award Pending" for an "optional" item may become eligible for award by reducing its price(s) as mentioned previously. Acceptable revised pricing for "optional" items will not have time restrictions and will be handled by issuance of Purchasing Memoranda.

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**METHOD OF ORDERING:**

Orders for the purchase of material will be placed with the contractor whose source of supply offers the lowest ultimate cost to the State or authorized user for the delivery specified.

The lowest ultimate cost includes the FOB Plant (or if applicable, supply location) Price, total Haul Cost (based on cost per net ton mile), and any additional Charges (ferry and/or bridge tolls). The ultimate cost for each contractor will be computed based on the location from which the material is being supplied, not necessarily the location of the approved plant where it was manufactured.

**DELIVERY:**

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

Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

**PURCHASE ORDERS AND INVOICING:**

**General** – All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges.

**Invoices** - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include all of the following:

- Contract Number
- Purchase Order Number
- Item Number

Failure to comply may result in lengthy payment delays.

Purchase orders will be placed only against those contracts where an analysis of all costs for each individual requirement indicates the lowest composite cost through the use of a standard price calculation worksheet, which will be incorporated into the contract award document and include the requirement for an explanation in utilizing other than the lowest composite price. Any price reduction granted will not impact any purchases in progress where orders have already been placed with a contractor.

When using the calculation worksheet, the agency will obtain from contractors the exact distance from contractor's storage facility to delivery site. This distance shall be determined using existing highways and bridges on which the delivery vehicle may legally travel. If special permits are required for operating the delivery vehicle on any or all of these highways and/or bridges, they must be legally obtainable by the contractor. The contractor will indicate miles on calculation worksheet, complete calculations, sign and send to agency. Upon receipt, the agency will verify the calculations, sign and use accordingly.

Materials offered must be from a NYS Department of Transportation approved location. Materials offered from other than approved locations will not be considered for award and will be sufficient cause for rejection of bid.

Inspection of storage locations not currently approved may be requested directly from NYS - DOT and subsequently certified for consideration in future IFBs.

**CONTRACT MIGRATION:**

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

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**PAYMENT:**

Payment shall be made at contract prices per net ton for the actual quantity of material received from the contractor.

Payment for transportation (hauling) costs will be based on two (2) prices. One will be the contract price for transportation for 0 to 1 mile (0-1) and one will be the contract price for any additional miles (1+).

The 0 to 1 mile price will be the contract price for any distance traveled up to and including one mile. This 0 to 1 mile contract 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 contract price for any distance traveled after the first mile. This 1+ mile contract price will be multiplied by the total number of miles (less the first mile), added to the contract price for 0-1 mile, and then added to the material cost. This final figure will constitute the cost to deliver one ton of material the total number of miles.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish reports containing total sales for both state agency and authorized non-state agency contract purchases every six months. Reports are due the 15<sup>th</sup> of the month following the end of each six-month period.

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

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to <u>Authorized</u> Non-State Agencies</u>	<u>Total Sales \$ State Agencies</u>	<u>Total Sales \$ Authorized Non-State Agencies</u>
						\$
				Grand Total Sales State and Non-State Agencies		\$

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

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

**EMERGENCY PURCHASING:**

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

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**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. 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 Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

Non-contract vendors furnishing materials under "OGS or Less" shall meet the same qualifications as those required of contract vendors. In addition, non-contract vendors are subject to all other requirements and conditions appearing in this Invitation for Bids including Appendix A, Appendix B and any and all applicable Purchasing Memoranda.

Price shall include ALL required insurance coverage costs (see "CONTRACTOR INSURANCE" clauses).

**CANCELLATION FOR CONVENIENCE**

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

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

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

**SHORT TERM EXTENSION:**

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

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**PSG's DISPUTE RESOLUTION POLICY:**

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

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

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

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

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

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

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

**CONTRACTOR**

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

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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