



Contract Award Notification (Revised)

Title	: Group 33700 – Fine & Coarse Aggregates (All State Agencies & Political Subdivisions) Classification Code: 11 NYS Contract Reporter Category/Classification: Construction, Horizontal – Highways & Roadways; Maintenance, Repair & New Construction
Award Number	: <u>22982</u> (Replaces Award 22725)
Contract Period	: April 15, 2016 through April 14, 2018
Bid Opening Date	: December 23, 2015
Date of Issue	: May 13, 2016 (Revised Award issued July 5, 2016)
Specification Reference	: As Incorporated In The Invitation for Bids and Purchasing Memoranda 22982p1, 22982p2, and 22982p6
Contractor Information	: Appears Beginning on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Joe Hodder	Procurement Services Customer Services
Title : Contract Management Specialist 3	Phone : 518-474-6717
Phone : 518-474-3668	Fax : 518-474-2437
E-mail : joseph.hodder@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

Fine and Coarse Aggregates are sand, stone and crusher run used for construction. They are also used in the repair of washouts, sinkholes, pavement sub-base problems, drainage installations and other road problems, as well as for filter material and erosion control. In addition, abrasives are used to treat snow and ice on pavements.

PR #22982

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEDERAL ID # NYS VID #
PC67468 SB	A. Colarusso & Son Inc. P.O. Box 302 Hudson, NY 12534 <i>Accepts Procurement Card for orders up to \$15,000</i>	(518) 828-3218 J. R. Heffner Fax: (518) 828-0546 E-mail: jrj@acolarusso.com Web Site: acolarusso.com	141424400 1000006693
PC67469 SB WBE	Alliance Paving Materials, Inc. 846 Lawrence St. Rome, NY 13440 <i>Accepts Procurement Card for orders up to \$15,000</i>	(315) 337-0795 Kimberly Ocuto Fax: (315) 337-1060 E-mail: kimocuto@dreamscape.com Web Site: ocuto.com	161090940 1000007743
PC67470 SB	Barre Stone Products, Inc. 14120 West Lee Road Albion, NY 14411	(585) 589-4481 Rachael Spearance Fax: (585) 589-1160 E-mail: rachael@keelerconstruction.com Web Site: barrestone.com	161274400 1000007971
PC67471	Barrett Paving Materials Inc. 4530 Wetzel Road Liverpool, NY 13090 <i>Accepts Procurement Card for orders up to \$15,000</i>	(315) 652-4585 Wayne Casler (315) 652-4590 E-mail: wcasler@barrettpaving.com Web Site: barrettpaving.com	133003901 1000038867
PC67472	Buffalo Crushed Stone Division of New Enterprise Stone & Lime Co., Inc. 500 Como Park Boulevard, Cheektowaga, NY 14227	(716) 826-7310 Curt P. Resetarits Fax: (716) 826-1342 E-mail: cresetarits@buffalocrushedstone.com Web Site: buffalocrushedstone.com	231374051 1100008287
PC67473	Callanan Industries, Inc. DBA Iroquois Rock Products PO Box 15097 Albany, NY 12212-5097	Toll Free: (800) 446-8649 (518) 374-2222 Darlene Casale Fax: (518) 381-6775 E-mail: drcasale@callanan.com; jelacqua@callanan.com Web Site: callanan.com	141539261 1000027416
PC67474	Carver Sand & Gravel LLC 494 Western Turnpike Altamont, NY 12009	(518) 355-0505 Bradley Bellen Fax: (518) 688-2815 E-mail: bbellen@carverstone.com Web Site: carverstone.com/	141808588 1000007228
PC67475	Century Aggregates 74 Sand Road Falls Village , CT 6018 <i>Accepts Procurement Card for orders up to \$15,000</i>	Toll Free: (860) 824-5485 (518) 273-5800 Nicholas M DiNova Jr. Fax: (518) 273-6134 E-mail: ndinova@bondedconcrete.com Web Site: troysandandgravel	202762181 1100054847

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CONTRACT #	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEDERAL ID # NYS VID #
PC67477	Cobleskill Stone Products, Inc. P.O. Box 220 Cobleskill, NY 12043	(518) 234-0221 Shane J Strong Fax: (518) 234-0226 E-mail: csp.shane@yahoo.com Web Site: cobleskillstoneproducts.com	141646795 1000006949
PC67478 SB	Country Side Sand and Gravel , Inc. 13870 Taylor Hollow Rd. Collins, NY 14034	(716) 532-3371 William Phillips Fax: (716) 532-9000 E-mail: bphillips@gernatt.com Web Site: gernatt.com	160879563 1000043868
PC67479 SB	County Line Stone Co. Inc. PO Box 150 4515 Crittenden Rd Akron, NY 14001	(716) 542-5435 Bruce Buyers Fax: (716) 542-5442 E-mail: wendi@clstone.un Web Site: clstone.us	160836378 1000007535
PC67480	Cranesville Block Co., Inc. 1250 Riverfront Center Amsterdam, NY 12010	(518) 684-6007 Joe Tesiero Fax: (518) 684-0127 E-mail: tesiero@cranesville.com Web Site: cranesville.com	141424795 1000039192
PC67481	Cushing Stone Co. Inc. 725 State Highway 5S Amsterdam, NY 12010	(518) 887-2521 James M. Loucks Fax: (518)887-2520 E-mail: cushingstone@cranesville.com	140594140 1000006626
PC67482 SB	Dalrymple Gravel & Contracting Co., Inc. 2105 South Broadway Pine City, NY 14871	(607) 737-6200 Jeanne Buckbee Fax: (607) 767-0841 E-mail: jbuckbee@dalholding.com Web Site: dalrymplegravel.com	160399910 1000007432
PC67483 SB	Dan Gernatt Gravel Products, Inc. 13870 Taylor Hollow Road Collins, NY 14034 <i>Accepts Procurement Card for orders up to \$1,000</i>	(716) 532-3371 William Phillips (716) 532-9000 E-mail: bphillips Web Site: gernatt.com	160805847 1000007522
PC67484	Delaney Crushed Stone Products, Inc. PO Box 1289, 410 State Highway 30 Northville, NY 12134 <i>1% Cash Discount for payment within 15 days of delivery and/or receipt of voucher.</i>	(518) 863-4345 Stephanie Bugaj Fax: (518) 863-6898 E-mail: stephanie.bugaj@tetrattech.com	141681188 1000007005
PC67485	Dolomite Products Company, Inc. DBA A. L. Blades 1150 Penfield Road Rochester, NY 14625	(607) 661-4893 Jonathan Cook Fax: (607) 324-3636 E-mail: jcook@dolomitegroup.com Web Site: dolomitegroup.com	160410930 1000007433

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CONTRACT #	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEDERAL ID # NYS VID #
PC67487	Eagle Harbor Sand & Gravel, Inc. 10830 Blair Rd Medina, NY 14103 <i>Accepts Procurement Card for orders up to \$15,000</i>	(585) 798-4501 Tom Biamonte Fax: (585) 798-1451 E-mail: tom@shelbystone.com Web Site: shelbystone.com	202422594 1100006672
PC67489	Eastern Materials LLC 1250 Riverfront Center Amsterdam, NY 12010	Toll Free: (800) 684-6000 (518) 684-6007 Joe Tesiero Fax: (518) 684-0127 E-mail: tesiero@cranesville.com Web Site: cranesville.com	205775897 1000044380
PC67490	Gernatt Asphalt Products, Inc. 13870 Taylor Hollow Road Collins, NY 14034	(716) 532-3371 William Schmitz Fax: (716) 532-9000 E-mail: bills@gernatt.com Web Site: gernatt.com	160847121 1000007542
PC67491	Graymont Materials NY Inc. 111 Quarry Road Plattsburgh, NY 12901	(518) 561-5321 Mark Coombs Fax: (518) 561-5867 E-mail: mcoombs@graymont.com Web Site: graymont.com	930807111 1000009777
PC67493	Hanson Aggregates NY LLC P.O. Box 513 Jamesville, NY 13078 <i>Accepts Procurement Card for orders up to \$15,000</i>	Toll Free: (800) 295-9991 (315) 469-5501 Roger R. Hutchinson Fax: (315) 469-3133 E-mail: roger.hutchinson@hanson.com Web Site: lehighhanson.com	160928494 1000028456
PC67494 SB	Jamestown Macadam, Inc. PO Box 518 Celoron, NY 14720	(716) 664-5108 Steve Russo Fax: (716) 484-0100 E-mail: srusso@jamestownmacadam.com Web Site: jamestownmacadam.com	160971315 1000007629
PC67496	Jointa Galusha LLC 269 Ballard Road Wilton, NY 12831 <i>Accepts Procurement Card for orders up to \$15,000</i>	(518) 584-2421 Traci Lair Fax: (518) 584-4382 E-mail: tlair@dacollins.com Web Site: dacollins.com	141795404 1000007212
PC67498	Pallette Stone Corporation 269 Ballard Road Wilton, NY 12831 <i>Accepts Procurement Card for orders up to \$15,000</i>	(518) 584-2421 Traci Lair Fax: (518) 584-4382 E-mail: tlair@dacollins.com Web Site: dacollins.com	140951322 1000006634

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CONTRACT #	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEDERAL ID # NYS VID #
PC67499	Peckham Materials Corp. 2 Union Street Athens, NY 12015	Toll Free: (800) 942-8947 (518) 945-1120 Jeri Camputaro Fax: (518) 945-1298 E-mail: jcamp@peckham.com Web Site: peckham.com	141470013 1000006732
PC67500 SB	Pompa Bros. Inc. 5 Petrified Gardens Road Saratoga Springs, NY 12866 <i>2% Cash Discount for payment within 15 days of delivery and/or receipt of voucher.</i>	(518) 587-3043 Marianne Laroche Fax: (518) 587-1208 E-mail: pompabros@gmail.com Web Site: pompabros.com	141713907 1000039298
PC67501	Putnam Materials Corp. 20 Haarlem Ave. White Plains, NY 10603 <i>1% Cash Discount for payment within 15 days of delivery and/or receipt of voucher.</i>	(914) 949-2000 Rocco Circosta Fax: (914) 682-4486 E-mail: rcirc@peckham.com Web Site: peckham.com	260467391 1100004381
PC67502 SB	Seneca Stone Corp. 2105 S. Broadway Pine City, NY 14871	(315) 549-8253 Tom Cleere Fax: (315) 549-7156 E-mail: tcleere@dalholding.com Web Site: dalrymplecompanies.com	161124518 1000007782
PC67503	Shelby Crushed Stone, Inc. 10830 Blair Rd Medina, NY 14103 <i>Accepts Procurement Card for orders up to \$15,000</i>	(585) 798-4501 Tom Biamonte Fax: (585) 798-1451 E-mail: tom@shelbystone.com Web Site: shelbystone.com	202421945 1000018998
PC67504 SB	Spallina Materials, Inc. PO Box 337 Mt Morris, NY 14510 <i>2% Cash Discount for payment within 15 days of delivery and/or receipt of voucher. 1% Cash Discount for payment within 30 days of delivery and/or receipt of voucher. Accepts Procurement Card for orders up to \$15,000</i>	(585) 658-2248 Todd Krenzer Fax: (585) 658-4054 E-mail: toddkrenzer@frontiernet.net Web Site: spallinamaterials.com	204484008 1000008635
PC67506	Suit-Kote Corporation 1911 Lorings Crossing Rd Cortland, NY 13045 <i>Accepts Procurement Card for orders up to \$15,000</i>	(315) 238-7053 Mike Murphy Fax: (315) 238-7110 E-mail: mmurphy@suit-kote.com Web Site: suit-kote.com	161177189 1000007846
PC67507	Syracuse Sand & Gravel 1902 County Route 57, PO Box 6418 Syracuse, NY 13069	(315) 433-5115 Michael Relf E-mail: miker@riccellienterprises.com	161497545 1100161203

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CONTRACT #	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FEDERAL ID # NYS VID #
PC67508	T. H. Kinsella, Inc. PO Box 7 Fayetteville, NY 13066	(315) 637-3390 Allan E. Curtis Fax: (315) 636-1808 E-mail: allanecurtis@yahoo.com Web Site: thkinsella.com	160927249 1000007600
PC67509 SB	Thalle Industries, Inc. 172 Route 9 Fishkill, NY 12524 <i>Offers Electronic Access Ordering (EDI) Accepts Procurement Card for orders up to \$15,000</i>	(914) 490-7328 John J. Amato Fax: (914) 762-5726 E-mail: jamato@thalleindustries.com Web Site: thalleindustries.com	133277028 1000054739
PC67510	Tilcon New York Inc. 162 Old Mill Road West Nyack, NY 10994 <i>Accepts Procurement Card for orders up to \$15,000</i>	(845) 358-4500 Michael Keahon Fax: (845) 818-3726 E-mail: mkeahon@tilconny.com Web Site: tilcony.com	061032119 1000036520
PC67513 SB	V. S. Virkler & Son, Inc. PO Box 669 Lowville, NY 13367 <i>2% Cash Discount for payment within 15 days of delivery and/or receipt of voucher. 1% Cash Discount for payment within 30 days of delivery and/or receipt of voucher. Accepts Procurement Card for orders up to \$15,000</i>	(315) 376-7022 Morris Mcintosh Fax: (315) 376-7561 E-mail: accounts@virklers.com Web Site: virklers.com	161058643 1000028614
PC67514	Warren W. Fane, Inc. 62 Laversee Road Troy, NY 12182	Toll Free: (800) 566-5531 (518) 235-5531 Carolyn Colman Fax: (518) 235-1064 E-mail: info@wwfane.com Web Site: wwfane.com	141663427 1000014108
PC67515	William E. Dailey Inc. 295 Airport Road Shaftsbury, VT 05262 <i>1% Cash Discount for payment within 10 days of delivery and/or receipt of voucher. Accepts Procurement Card for orders up to \$15,000</i>	(802) 442-9923 Joseph Wildermuth Fax: (802) 442-9927 E-mail: jwild@peckham.com Web Site: peckham.com	030191348 1000042655
PC67517	Wingdale Materials LLC 20 Haarlem Avenue White Plains, NY 10603 <i>1% Cash Discount for payment within 15 days of delivery and/or receipt of voucher.</i>	(914) 949-2000 Rocco Circosta Fax: (914) 682-4486 E-mail: rcirc@peckham.com Web Site: peckham.com	061627403 1100006615

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Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

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

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

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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Overview and Scope

This Contract Award Notification is issued by the New York State Office of General Services (OGS) NYS Procurement Services. These Contracts are centralized Contracts primarily for, but not limited to, New York State Agencies (see Section “*Non-State Agencies Participation in Centralized Contracts*”). Accordingly, references to the State and its agencies as Authorized Users under this Contract encompass and include all such entities within the definition of “Authorized User” set forth in Appendix B, §2, *Definitions*.

This Contract Award is intended to provide a procurement mechanism for all State Agencies and Political Subdivisions to purchase Fine and Coarse Aggregates. This Contract Award Notification shall be comprised of Contractors who can provide Fine and Coarse Aggregates as needed by Authorized Users and as provided for herein including the Detailed Specification. Each participating entity will make a final determination on their usage of the Contract Award after their evaluation of the awarded prices. State Executive Agencies are to make each purchasing decision based upon the most practical and economical alternative which is in the best interests of the State, and best meets their form, function, and utility requirements. Agencies are encouraged to use the lowest bidder, but if the lowest bidder is not selected, then the Agency must prepare documentation for the procurement record explaining the action taken (i.e., the low contractor could not provide the product in the time frame required, contractor did not have the needed product).

Estimated Quantities

The quantities or dollar values listed in this document are estimated only. These Contracts are estimated quantities Contracts. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered.

The anticipated dollar value of this award, based on historical purchases under previous awards, was approximately \$2,500,000 annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. (See Appendix B, *Participation in Centralized Contracts and Estimated/Specific Quantity Contracts*).

Numerous factors could cause the actual value of these Contracts to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- Such Contracts are nonexclusive Contracts;
- There is no guarantee of volume 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; and,
- 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.

In Procurement Service’s experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than had been anticipated or lower than historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than had been anticipated or higher than historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of this Contract could vary substantially from the estimates/historical values provided in the IFB.

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Frequently Asked Questions

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

Using Agencies and Political Subdivisions can choose any of the contractors listed in this Contract Award Notification, without restrictions.

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

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

Is the Quick Quote Worksheet mandatory when using this contract?

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

OGS also encourages the use of the Quick Quote by Non- Executive Agencies as a way to get the best pricing possible.

Definitions

“Business Day” shall refer to Monday through Friday, excluding State holidays.

“Business Hours” shall refer to 8:00 AM to 5:00 PM ET on Business Days.

“Executive Agency” shall refer to all State departments, offices or institutions but, for the purposes of this Contract Award, excludes the State University of New York and excludes City University of New York. Furthermore, such term shall not include the legislature and judiciary. The term “Executive Agency” does not include any public benefit corporation, public authority, or local government entity.

“May” denotes the permissive in a Contract clause or specification. “May” does not mean “required.” See also “Shall” and “Must.”

“Must” denotes the imperative in a Contract clause or specification. “Must” is synonymous with “required.” See also “Shall” and “May.”

“MWBE” refers to a Minority and/or Women-owned Business Enterprise certified as such by NYS Empire State Development (ESD).

“N/A” is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.

“NB” (No Bid) refers to a case in which 1) a Bidder did not submit the required information for an item; 2) a Bidder submitted invalid information into a pricing field for an item, and/or 3) an offered item did not meet the stated minimum specifications listed.

“NYS Vendor File” A centralized repository to maintain timely and reliable information on all Contractors registered to do business with the State.

“NYS Vendor ID” shall refer to the ten-digit identifier issued by New York State when a Contractor is registered in the NYS Vendor File.

“OCP Insurance” refers to the Owners and Contractors Protective Insurance Coverage.

Price Calculation Worksheet

Agencies may use the contract prices to complete the price calculation worksheet (the Quick Quote/Price Calculation Worksheet will be provided at the time of the award) to determine the contractor offering the most practical and economical alternative using the agency's form, function, and utility requirements. Agencies are encouraged to use the lowest bidder but if the lowest bidder is not selected, then the agency must prepare documentation for the procurement record explaining the action taken (i.e., the low contractor could not provide the product in the time frame required, contractor did not have the needed equipment, etc.).

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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 an agency's use of the "quick quote" procedure (see below).

"Procurement Services (PS)" refers to a division of the New York State Office of General Services (OGS) which is authorized by law to issue centralized, statewide Contracts for use by New York State agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts.

Quick Quote/Price Calculation

State Executive Agencies will select the appropriate contractor to perform their particular project by using the quick quote/price calculation worksheet.

"Shall" denotes the imperative in a Contract clause or specification. "Shall" is synonymous with "required." See also "Must" and "May."

U.S. Customary Units

All construction and materials quantities specified are in U.S. Customary units and should be ordered and billed accordingly.

Quick Quote

During the course of the award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract prices for various reasons, i.e., excess supply, slow business, etc. Each quick quote situation is unique and the price is firm for that particular project only. If bid security is a concern, the agency may require bids to be sealed and/or opened publicly.

The use of the Quick Quote Worksheet is MANDATORY for all purchases made by any Executive Agency through this Contract Award, with the only exception for cases where the material is being picked up by the user (at the contractor's source location). In those cases, the use of the Quick Quote will be optional (at the user's discretion).

Note: The MS Excel format of the Quick Quote Worksheet should be maintained when it is sent to or received from the vendor.

OGS encourages the use of the Quick Quote by Non-Executive Agencies as a way to get the best pricing possible.

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

At no time may a quick quote unit price or any unit price offered through this Contract (not including the Price Adjustment) exceed the Contract price. Prices can always be lowered by the contractor during the procurement process.

Owners and Contractors Protective Insurance (OCP Insurance)

If an Authorized User requests Owners and Contractors Protective insurance in connection with a project, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the project, such coverage as follows:

- For work related to street, road, highway and/or bridge work - Form CG 00 14, Special Protective and Highway Liability Policy - New York State Department of Transportation
- For projects not related to street, road, highway and/or bridge work - Form CG 00 09, Owners and Contractors Protective Liability Coverage form - Coverage for Operations of the Designated Contractor.

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The policy shall be written on a project basis for the benefit of the Authorized User, its officers, agents and employees and the People of the State of New York, with respect to all operations under the project by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the Authorized User and its officers, agents and employees.

The Authorized User shall be named in the Owners and Contractors Protective policy which shall be furnished to the Authorized User upon acceptance of a Quick Quote. The policy limits shall be no less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the general aggregate.

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

Contract Administration

- A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure.

The form contained within Appendix C is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §27.

Contract Term and Extension

Contract Term

It was the intention of the State to enter into a contract for the term as stated on the Invitation for Bids. The contract dates were allowed to be adjusted forward beyond two months only with the approval of the successful bidder(s). Such approval was requested by OGS and agreed to by all bidders awarded contracts under this procurement.

If mutually agreed between the New York State Procurement and the Contractors, 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.

(continued)

Contract Extension

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three additional periods of up to one year each. Extensions may be exercised on a continuing basis such as an additional 3- month, 6- month or 12-month period. In the event a replacement Contract has not been issued at the time of Contract expiration, 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), pricing, 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.

Procurement Card

All Contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000. See Appendix B “Procurement Card”.

For all purchases executed using a NYS Procurement Card, Contractor shall provide an itemized receipt with each Delivery.

Delivery

Product is required as soon as possible and 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.

Invoicing

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

Failure to comply may result in lengthy payment delays.

Report of Contract Purchases

Contractor shall furnish three reports containing total sales for both State agency and authorized non-state agency contract purchases no later than the first of the month after the end of the each report period as follows:

Report	From	To	Report Due By
1st	4/15/2016	4/14/2017	5/1/2017
2nd	4/15/2017	10/14/2017	11/1/2017
3rd	10/15/2017	4/14/2018	5/1/2018

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services, NYS Procurement, to the attention of the individual listed on the front page of this 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 Purchases** is the **minimum** information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with Section “*Poor Performance*” and may result in Contract cancellation and designation of Contractor as non-responsible.

Appendix A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, is hereby expressly made a part of this Contract Award as fully as if set forth at length herein.

(continued)

Appendix B

Appendix B, Office of General Services General Specifications, dated May 2015, is hereby expressly made a part of this Contract Award as fully as if set forth at length herein and shall govern any situations not covered by this Contract Award or Appendix A.

Appendix B Amendments

1. **Section “Conflict of Terms”** is added with the following language:

Conflict of Terms and Conditions

The following is incorporated into this Contract Award. Conflicts among the documents shall be resolved in the following order of precedence:

- a. Appendix A (January 2014), Standard Clauses for New York State Contracts;
- b. Invitation for Bids #22982
- c. This Contract Award Notification, including Detailed Specifications
- d. NYSDOT Specifications dated May 7, 2015 and all current addenda
- e. Appendix B (May 2015), General Specifications;
- f. Other Appendices and attachments as deemed necessary.
- g. Contractor’s Proposal.

2. **Appendix B, § 60, Indemnification**, is hereby deleted and replaced with the following:

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

Mercury Added Consumer Products

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

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

Policy Statement

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBEs") and the employment of minority groups members and women in the performance of New York State contracts.

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. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State certified minority- and women-owned business enterprises ("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. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, 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.

Equal Employment Opportunity (EEO)

- A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions 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.
 - a. 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

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other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

- b. 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.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit or has submitted with their Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories

C. Form EEO 101 - Workforce Employment Utilization Report (“Workforce Report”)

- a. If Contractor's Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.
- b. If Contractor's EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and 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>
- B. Additionally, 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.
- C. Good Faith Efforts

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

- a. 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 and copies of such solicitations and any responses thereto.
- b. A list of the certified MWBEs appearing in the Empire State Development 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.

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- c. 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.
- d. A description of any negotiations between the Contractor and certified MWBEs.
- e. Dates of any pre-bid, pre-award or other meetings attended by Contractor, scheduled by OGS with certified MWBEs.
- f. Other information deemed relevant to the request.

ALL FORMS ARE AVAILABLE AT <http://www.ogs.ny.gov/MWBE/Forms.asp> .

Vendor Responsibility

The Contractor agrees the following applies:

II. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, 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 or her designee, 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 or her designee issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that the 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 or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee 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.

Use of Recycled or Remanufactured Materials

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Contract Award. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

Environmental Attributes and NYS Executive Order 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) (EO4), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://www.ogs.ny.gov/EO/4/Default.asp>. State entities subject to Executive Order

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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.

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Contractors for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Contractors need to be aware that all authorized users of this contract are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Contractors are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Contractors to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

"OGS or Less" Guidelines Apply to This Contract

Purchases of the Products included in this Contract Award Notification 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, and Utility to the products herein and are

1. lower in price and/or
2. available under terms which are more economically efficient to the State agency (e.g. Delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two (2) Business Days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to the New York State Procurement Guidelines "OGS or Less Purchases" for complete procedural and reporting requirements.

Extension of Use

This Contract and any Contract resulting from the original IFB 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 this or any other 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.

Extension of Use Commitment

The Contractor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law (see "Extension of Use" clause) which are in compliance with the pricing, terms, and conditions set forth herein.

Any unilateral limitations/restrictions imposed by the Contractor and/or manufacturer on eligible Authorized Users will be grounds for cancellation of the Contract. If a Contract, or any portion thereof, is canceled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Contractor.

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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 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 <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.

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.

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.

Poor Performance

Authorized Users should notify Procurement Services Group's Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services
NYS Procurement
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242
Customer Services E-mail: customer.services@ogs.ny.gov
Telephone: (518) 474-6717
Fax: (518) 474-2437

Disposition of Settlements

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

Bulk Delivery and Alternative Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

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Surplus/Take-Back/Recycling

I. A State agency is reminded of its obligation to comply with the NY State Finance Law §§ 167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.

III. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act (“Act”) (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC web site at <http://www.dec.ny.gov/chemical/65583.html>.

IV. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

Product Requirements

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

Contractor shall comply with the specifications set forth therein.

Minimum Order

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

Pricing Information

General

Net Pricing - Subsection 17-b of Appendix B (GENERAL SPECIFICATIONS) is modified to include provisions stated in this PRICING INFORMATION clause.

Price includes the following:

- all customs duties and charges and is FOB source location per net ton;
- net per ton mile for Transportation/Hauling; and
- additional charges per net ton for hauling materials 620.04, 620.05 and 620.06.
- **Should the Contractor supply Transportation/Hauling, the price, including all customs, duties, and transportation/hauling is FOB destination to any place within any NYSDOT Region(s) where contract items are awarded to that Contractor.**

Price is to two decimal places.

Price adjustments, if any, will be calculated on the basis of when the material is actually furnished.

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

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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.

Periodic Price Adjustment – Every three months beginning with August 1, 2016, the base bid prices shown in the initial CONTRACT AWARD NOTIFICATION may be adjusted in accordance with changes in the US Bureau of Labor Statistics (BLS). **THIS ADJUSTMENT MAY GO UP OR DOWN.** Please see chart below for applicable dates. (These dates may be expanded as needed if contract is extended, etc.) Price adjustments will NOT be recalculated if PPI changes due to change in Preliminary (P) status.

DATES FOR IMPLEMENTATION:

Effective Date for Adjustment	BLS Month for Calculation	PPI Base Month
August 1, 2016	June 2016	July 2015
November 1, 2016	September 2016	July 2015
February 1, 2017	December 2016	July 2015
May 1, 2017	March 2017	July 2015
August 1, 2017	June 2017	July 2015
November 1, 2017	September 2017	July 2015
February 1, 2018	December 2017	July 2015

There will be one BLS index used for product. The BLS values will be “Not Seasonally Adjusted.” The index is as follows:

FOR PRODUCT
 Producer Price Index (PPI)
 Series ID: PCU 21231-21231
 Industry: Stone Mining & Quarrying
 Product: Stone Mining & Quarrying

The “base” value for calculations shall be for **JULY 2015**. This base value is 273.6.

CALCULATION METHOD:

(BLS Month for calculation divided by Base Month) multiplied times (Base Bid Price in Award)

EXAMPLE - This example is for illustration purposes only. Actual BLS values, etc., may vary.

MATERIAL BASE BID PRICE	=	\$35.00
JULY 2015 BASE PPI VALUE	=	273.6
JUNE 2016 PPI VALUE	=	275.4
ADJUSTED PRICE EFFECTIVE AUGUST 1, 2016	=	(275.4 / 273.6) x \$35.00 = \$35.23

NOTE: Final calculation is rounded to two decimal places.

Insurance

Price includes the following insurance coverage costs. In particular, price includes

- Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;
- Each requirement should be reviewed carefully.

Owners and Contractors Protective Insurance Coverage (OCP) is a separate price and is only included when specifically called for by an ordering agency. Note that pricing for OCP was not required to be bid and was not a requirement for award; however, Contractor understands and agrees that if any Authorized User, in

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particular the New York State Department of Transportation (NYSDOT), also requires Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance, the vendor must supply it. The request for OCP shall be indicated by the Authorized User on the Quick Quote/ Price Calculation Worksheet. 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. The charge for OCP insurance will be used to determine the lowest cost for the project. The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. OCP requirements should be reviewed carefully.

Purchases Outside of Region

During the course of this award, agencies/users may wish to make purchases outside their regional location if better pricing can be obtained. Total price of material and hauling must be considered.

Using Agencies and Political Subdivisions can choose **any of the contractors listed in this Contract Award Notification**. Contractors not listed in this Contract Award Notification cannot be chosen or included in the Quick Quote process involving a purchase through this particular contract. **The only items that can be purchased through this contract are those listed in the price pages.**

To look for a specific Fine and Coarse Aggregate item, please refer to the price pages which are published as attachments on our web site. These price pages contain the maximum price that the contractor can charge for each item.

Transportation (Hauling)

Transportation (hauling) costs are based on two prices. One price is for transportation for 0 to 1 mile (0-1) and another price is for any additional miles (1+). The total distance equals the distance in roadway miles from the contractor location to the delivery site (one way, NOT round trip).

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

When utilizing Transportation (Hauling), price shall be FOB destination as designated by ordering agency.

Example of Transportation (Hauling) Charges

Example for 20 miles with transportation (hauling) (i.e., FOB delivered):

Price for (0-1) Mile (example) =	\$2.00
Price for (+1) Miles (example) =	\$0.40
Price for Material (example) =	\$50.00
Delivery charge for (0-1) Mile or portion thereof (example) =	\$2.00
Total miles to apply to (+1) Miles (example) are (20 – 1) =	19
Total Delivery charge for (+1) Miles (example) : \$0.400 x 19 Miles =	\$7.60
Total Delivery charge per ton (for the entire distance of 20 Miles) =	\$9.60
Material price (example) =	\$50.00
Total Cost (Delivery charge <u>plus</u> Material price per ton for 20 miles) =	\$59.60

(continued)

Payment

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

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 total distance will equal the distance in roadway miles from the contractor location to the delivery site (one way, NOT round trip).

The 0 to 1 mile price will be the 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.

(continued)

Materials

Materials must be from a NYS Dept. of Transportation approved source. Inspection of source locations not currently approved may be requested directly from NYSDOT and may be subsequently certified for consideration in future solicitations. The following are the material descriptions of items that are included in this Award:

Material #	Descriptive Title	Material Size Range & 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 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 Course Type 2 Sub-base Course Type 3 Sub-base Course Type 4 Sub-base Course Type 4A Sub-base Course	Type 4 is the most commonly used sub-base course. 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.
17304.1011	Type 1011 Sub-base Course Material A (Crushed Concrete) Recycled	Similar to Type 4, but made with crushed, recycled concrete. Mostly used on Long Island.	Used to construct pavement sub-bases.
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 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.

(continued)

Material #	Descriptive Title	Material Size Range & Miscellaneous Notes	Material Use
703-0203G 703-0203H 703-0203I 703-0203J 703-0203K 703-0203L	Screened Gravel-Size 1A Screened Gravel-Size 1 ST Screened Gravel-Size 1 Screened Gravel-Size 2 Screened Gravel-Size 3A Screened Gravel-Size 3	Top sizes range from 3/16 inches to 1.5 inches. Produced from gravel. Not available locally in the entire state.	Generally used in Portland cement concrete, bituminous concrete and surface treatments.
703-03	Mortar Sand	Concrete sand is a permitted alternate.	Fine sand for use in making mortar for masonry work.
703-04	Grout Sand	#100 - #16	Fine sand for use in making grout.
703-06	Cushion Sand	#100 - ¼ inch	Used for concrete block slope paving.
703-07	Concrete Sand	#200 – 3/8 inch	Sand for use in making Portland cement concrete.
712-15A 712-15B	Gabion Stone, (Basket Height =12 inches) Gabion Stone, (Basket Height >12 inches)	Ranges from 4 inch to 8 inch Ranges from 4 inch to 12 inch	Gabions are rectangular steel baskets that are used for stream and bank protection. Large stones are inserted into these baskets.
A1 A2 A3 A4 A5	Crusher Run - Size 1 inch Crusher Run - Size #1, etc. Crusher Run - Size 1 inch Crusher Run - Size 1.5 inches Crusher Run - Size 2 inches	Top size 1 inch, no more than 50% passing ¼ inch sieve Mixture of stone dust and #1 stone (3/8 inch) Maximum top size 1 inch Maximum top size 1.5 inches Maximum top size 2 inches	Crusher run material is produced in a quarry by crushing ledge rock. It is used for sub-base, shoulder backup, driveways, etc.
Abrasive A Abrasive B	Abrasive Gradation A Abrasive Gradation B	#200 – 3/8 inch #200 – 3/8 inch	Abrasives used to treat snow and ice on pavements.

(continued)

DETAILED SPECIFICATIONS

REFERENCES:

References are made herein to the New York State Department of Transportation Standard Specifications, Construction and Materials, dated May 1, 2008 and all current addenda. A copy may be obtained through the Department's Publication Unit at 518/457-4401 for information or on their website:

<https://www.nysdot.gov/portal/page/portal/main/business-center/engineering/specifications/updated-standard-specifications>.

For information regarding how to become an approved source or to make arrangements for inspection of materials when required, contact the Materials Bureau at 518/457-4582.

ITEMS:

Item 203.06, Select Fill

Item 203.07, Select Granular Fill

Item 203.20, Select Granular Subgrade

Material furnished for the above items shall meet the material requirements in Sub-Sections 203-2.01 and 203-2.02, B, C, and E.

Item 304.11, Subbase Course, Type 1

Item 304.12, Subbase Course, Type 2

Item 304.13, Subbase Course, Type 3

Item 304.14, Subbase Course, Type 4

Item 304.14A, Subbase Course, Type 4A

Material furnished for the above items shall meet the material requirements in Sub-Sections 304-2.01 and 304-2.02 except that the requirement for stockpiling shall be waived. The gradation shall be as specified under 304-2.20 A Gradation, except that the gradation for Item 304.14A shall be equal to the gradation for Item 304.14 with the additional requirement that 100% shall pass the 1 inch sieve.

Item 17304.1011, Type 1011 Course Material A (Crushed Concrete) Recycled

Material furnished under the above item shall meet the material requirements in the included specification except that the requirement for stockpiling and testing shall be waived.

Item 605.0901, Underdrain Filter, Type I

Item 605.1001, Underdrain Filter, Type II

Item 605.1101, Underdrain Filter, Type III

Material furnished under the above items shall meet the material requirements and gradation in Sub-Section 605-2.02 except that the requirement for stockpiling shall be waived.

Item 620.02, Fine Stone Fill

Item 620.03, Light Stone Fill

Item 620.04, Medium Stone Fill

Item 620.05, Heavy Stone Fill

Material furnished under the above items shall meet the material requirements in Sub-Sections 620-2.01 and 620-2.02 except that the requirement for stockpiling shall be waived.

Item 620.06, Rip Rap Stone

Material furnished under the above item shall meet the material requirements in Sub-Section 620-2.03 except that requirements for stockpiling shall be waived.

Item 620.08, Bedding Material

Material furnished under the above item shall meet the material requirements in Sub-Section 620-2.05.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

ITEMS (Cont'd)

Item 703-0201X, Crushed Stone

Item 703-0202X, Crushed Gravel

Item 703-0203X, Screened Gravel

Materials furnished under above items shall meet the material requirements in Sub-Section 703-02.
Gradation shall be as specified in Sub-Section 703-02. Size as indicated.

Item 703-03, Mortar Sand

Materials furnished under above item shall meet the requirements in Sub-Section 703-03.

Item 703-04, Grout Sand

Materials furnished under above item shall meet the material requirements in Sub-Section 703-04.

Item 703-06, Cushion Sand

Materials furnished under above item shall meet the material requirements in Sub-Section 703-06.

Item 703-07, Concrete Sand

Materials furnished under above item shall meet the requirements in Sub-Section 703-07.

Item 712-15A, Gabion Stone, basket height equal to 12 inches

Item 712-15B, Gabion Stone, basket height greater than 12 inches

Materials furnished under above items shall meet the materials requirements for gabion stone in Sub-Section 712-15.

Size as indicated.

Item A1 - A5, Crusher Run

<u>Item</u>	<u>Maximum top size</u>	<u>Additional requirements</u>
A1	1 inch	No more than 50% passing ¼ inch sieve
A2	#1	Mixture of stone dust and #1
A3	1 inch	None
A4	1.5 inches	None
A5	2 inches	None

Materials furnished under above items shall consist of a well-graded sound, durable, crusher run type material.
Maximum top size as indicated.

- DETAILED SPECIFICATIONS for Item 17304.1011 start on next page

- DETAILED SPECIFICATIONS for Abrasives A & B start on page 28

(continued)

DETAILED SPECIFICATIONS (Cont'd)

Item 17304.1011, Subbase Course, Type 1011

GENERAL:

All material acceptable for this item shall be stockpiled and shall be sound, hard, durable, and well graded from coarse to fine. Unless otherwise stated in this specification, material tests and quality control methods pertaining to the work of this section will be performed in conformance with the procedures contained in the appropriate Departmental publications in effect on the advertising date of the project. These publications are available upon request to the Regional Director or the Director, Soil Mechanics Bureau.

OPTIONS:

MATERIAL A:

Material furnished for Material A shall be well graded from coarse to fine and free from organic or other deleterious materials. At least 95 percent of the material, by weight, shall consist of:

1. Recycled Portland Cement Concrete Aggregate (RPCCA).
2. Recycled Portland Cement Concrete Aggregate mixed with stone, sand, gravel or blast furnace

slag.

The requirements stated under GENERAL shall apply with the following modifications:

- A. The stockpile shall be no larger than the contract quantity plus thirty (30) percent of that quantity. The stockpile shall be no smaller than 1000 cubic yards or the contract quantity, whichever is less.
- B. A minimum of four samples will be obtained, as directed by the Soils Engineering Laboratory Supervisory from the Soil Mechanics Bureau or representatives, in the presence of:
 1. The Engineer in charge, or representative, and;
 2. The Soils Engineering Laboratory Supervisor, or representative, and;
 3. The Regional Soils Engineer, or representative.
- C. The Soils Engineering Laboratory Supervisor may reject the stockpile, without sampling, based on an on- site inspection of the stockpile.
- D. Transfer of the stockpile material for use on other projects will not be allowed.
- E. The State reserves the right to modify existing Departmental testing methods to evaluate the RPCCA.

This material shall conform to the following gradation:

<u>Passing Sieve</u>	<u>Percent by Weight</u>
2 inch	100
½ inch	30-65
#40	5-40
#200	0-10

The Plasticity Index of the material passing the #40 mesh sieve shall not exceed 5.0.

The Magnesium Sulfate soundness loss after 4 cycles shall be 20 percent or less.

MATERIAL B:

All of the material shall be sound, hard, durable and consist solely of stone which is the product of crushing ledge rock.

This material shall conform to the following gradation:

<u>Passing Sieve</u>	<u>Percent by Weight</u>
½ inch	100
¼ inch	70-100
#10	40-75
#40	15-40
#200	5-15

The Plasticity Index of the material passing the 40 sieve shall not exceed 5.0.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

ABRASIVES – GRADATION A–SPECIFICATION

SCOPE

This specification covers the material requirements and basis of acceptance for abrasives used to treat snow and ice on pavements.

MATERIAL REQUIREMENTS

Material for use as Winter Abrasives shall be either:

- a) Natural Sand
- b) Manufactured Sand, including sand made from crushed stone, crushed gravel, ore tailings, crushed slag, lightweight aggregate, or other suitable material.

All abrasives shall consist of hard, strong, durable particles which are free from a coating or any injurious material and injurious amounts of clay, loam or other deleterious substances.

Abrasives meeting specification will be accepted unless the Director of the Office of Transportation Maintenance determines, from test results or service records that

- 1) Material contains sufficient unsound or undesirable material to be harmful.
- 2) Particles degrade due to weathering either in storage or in service, so as to be ineffective.

The method of accounting for delivery (in US Tons) involves collecting weight tickets from scales that have been certified by the appropriate Municipal jurisdiction and are signed by deliveries of less than 200 tons are ordered, all material must be delivered as a single (multiple trailer) bulk delivery. Deliveries shall consist of, not more than 1,000 tons per day. Deliveries will be accepted between the hour of 7:30 a.m. and 3:00 p.m. only, unless exceptions are specifically granted by the Resident Engineer or his/her designee.

If the Resident Engineer or his/her designee, as a result of visual inspection, suspects that abrasives being delivered may not be within the specification limits, he/she shall immediately notify the supplier of the nature of the suspected problem(s) both verbally and in writing. Upon receipt of notification the supplier shall cease making deliveries until the Department has had 3 working days (not counting the day of notification) to sample and test the suspect material. The supplier may request permission to continue deliveries after notification, and the Resident Engineer may approve the request at his/her discretion. However, any material delivered after notification must be stockpiled separate from earlier deliveries. Any action deemed necessary by the test results will be applicable to the Lot delivered the day of notification and to any subsequent Lots delivered during the 3-day testing and sampling period.

GRADATION (Particle Size/Shape)

The gradation requirements for the various items in this proposal are listed in the Gradation Reference Chart in this specification. **NOTE:** The Specification Gradation Column is to be used for bidding purposes. The Rejection Gradation Column will only be used at the time of delivery to determine the acceptability of the load.

Gradation acceptance at the final point of sampling (which depending upon the production operation could be the Producer's Stockpile, the Production Operation or Pit, or the Delivery Location) shall be measured against the Rejection Gradation. Material which falls between the Specification Gradation and the Rejection Gradation will be paid at a reduced rate. The reduced price shall be based upon the average values of at least two samples representing a pit location, lot, stockpile, or process. Material which is found to fall outside the Rejection Gradation on one or more sieve sizes shall be rejected, and no payment will be due the contractor for such rejected material.

If, after delivery, the sand gradation is found to be out of tolerance, a deduction from the price shall be made based on the following:

$$\text{Reduced price/ton} = \text{delivered contract price} \times (1.00 - X)$$

X = decimal equivalent of the total % out of gradation less the tolerance. The % out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as X.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

GRADATION ACCEPTANCE

Gradation acceptance of abrasive material shall be based on the condition that the material meets the specification requirements. Acceptance shall be determined at the final point of sampling. Depending on the production operation and uniformity of delivered material, the final point of acceptance sampling could be the producer's stockpile, production operation, pit or a lot of delivered material. Depending on the production operation, the Department may require that exclusive stockpiles be built, tested and approved prior to delivery. If the material deviates from the specification gradation requirements shown in the Gradation Reference Chart, an adjusted price may be paid for the material. The adjusted price shall be based on the average values of at least two samples representing a pit location, lot, stockpile or process.

GRADATION REFERENCE CHART

Gradation Reference	Sieve Size	Specification Gradation	Rejection Gradation
A	½"	100	100
A	3/8"	100	95 – 100
A	#4	80 – 100	70 – 100
A	#50	0 – 18	0 – 22
A	#200	0 – 3	0 – 5

SAMPLING

Sampling will be performed by Department personnel or their representatives and will depend on the operation of the successful low bidder. Where stockpiles exist, the material will be sampled in the stockpiles prior to delivery. Where material is being processed shortly in advance or at the time of delivery, the process will be sampled. Where the material is unprocessed, specific working areas of the source will be sampled prior to delivery. All delivered materials are subject to random and/or specific sampling if a problem is suspected. Sampling methods, locations and point of final acceptance will be determined by the Department of Transportation.

TESTING METHOD

Gradation testing shall be performed on samples by sieving in conformance with NYSDOT Materials Bureau Test Methods 703-1P and 703-2P. Moisture content shall be determined by AASHTO Test Method T-255.

REJECTED MATERIALS

When materials are rejected, they must be removed by the Contractor within ten (10) days of notification or rejection. Rejected items not removed by the Contractor within the said ten (10) days shall be regarded as abandoned by the Contractor. The Department then shall have the right to dispose of said abandoned material as its own property by virtue of the contractor's failure to facilitate timely removal. The Contractor shall promptly reimburse the Department for any and all costs incurred in effecting such disposal.

WEIGHT/VOLUME CONVERSION

Locations (delivery sites) where volumetric delivery is acceptable shall be specifically identified in the Bid Proposal. These are typically areas where certified scales and weigh masters are not available within a reasonable distance of the delivery site. In those cases, the weight/volume conversion ratio shall be determined by the Resident Engineer with assistance from the Regional Materials Group as necessary. There are two acceptable methods for establishing weight/volume conversion:

Method 1

Each delivery truck shall have its "level struck" (all material in the dump body being level with the top of the sides of the dump body); volume determined by the Resident Engineer. This will be the payment volume for each load delivered. A representative of the Resident Engineer shall record each load delivered and certify that the truck contained at least the payment (level struck) volume.

- Equipment required for Method
- 1 – ¼ cu. ft. container (typically used for measuring the air content of plastic concrete)
- 1 – 20 oz. rubber mallet
- 1 – straight-edge suitable for striking the abrasive level with the top of the container.
- 1 – smooth working surface.
- 1 – scale having a minimum 40 lb. capacity and accuracy of ± 0.3 lbs.
- 1 – flat shovel

(continued)

DETAILED SPECIFICATIONS (Cont'd)

WEIGHT/VOLUME CONVERSION (Cont'd.)

Method 1 Sampling of Abrasives

A representative sample of about ½ cu. ft. of abrasives shall be obtained from a prepared stockpile according to procedures found in Appendix “A” of Materials Method 9.1 “Plant Inspection of Portland Cement Concrete” prior to delivery.

Testing the Sample for Unit Weight

1. The sample shall be air or oven dried until it is visibly dry.
2. Thoroughly mix the “room temperature” sample into a pile on the smooth surface with a flat shovel and “quarter” the pile.
3. Remove about 1/16 cu. ft. (about two quarts) of material from one of the quarters. Place it in the ¼ cu. ft. container and roughly level it off.
4. Strike the container firmly three times about midway on the side at one point. Repeat the striking procedure at three more points about 90 degrees apart on the container.
5. Repeat steps 3 & 4 three more times with material from each of the remaining three “quarters” of the same pile. Be sure that ¼ cu. ft. container is “overfull” after material from the fourth quarter of the sample pile is placed in it.
6. Screen the material level with the top of the container.
7. Weight the “level full” container on the scales and record the weight in pounds.
8. Subtract the weight in pounds of the empty ¼ cu. ft. container from the weight recorded from step #7 above. This is the weight, in pounds, of ¼ cu. ft. of the abrasive material. To obtain the weight, in tons, of 1 cu. yd. of the abrasive material, multiply the weight of the ¼ cu. ft. by 0.054.

Method 2

Each delivery truck shall have its “level struck” weight of abrasives determined by a weigh master on a certified weight scale. This is obtained by subtracting the empty weight of the truck from the certified loaded “level struck” weight. As in Method 1, each load delivered shall be recorded by a representative of the Resident Engineer and be certified that the truck contained at least the same volume of the “level struck” weight previously recorded.

DELIVERY LOT

A delivery lot shall be the total of one eight-hour day’s delivery during normal Residency working hours.

SUSPECTED PROBLEMS DURING DELIVERY

If the Resident Engineer, or an authorized representative of same, as a result of visual inspection, suspects the abrasives being delivered are not within specification limits, they shall immediately notify the supplier of the nature of the suspected problems(s) verbally and in writing. At that point, all deliveries from that supplier will cease until the Department has had reasonable opportunity to sample and test the suspect material (3 working days, not including the date of written notification). If the supplier requests to continue delivering material after notification in writing, the Resident Engineer may approve that request in writing. However, the material delivered after notification must be kept separate from that which was delivered prior to notification. The action deemed necessary by the test results shall be applicable to the lot delivered the day of notification and any subsequent lots delivered during the three day testing and sampling period. This process shall be utilized at any time when deliver of out of specification material is suspected.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

ADJUSTED BID PRICE AND REJECTION RELATIVE TO GRADATION

The bid price shall be adjusted for any delivered material outside the limits given under “Specification Gradation” and within the limit of the “Rejection Gradation”. Any material that has one or more sizes that fall outside the Rejection Gradation limits shall be rejected and no payment will be made for that material.

Example of Bid Price Adjustment of Out-of-Gradation Material

	<u>Percent Passing</u>		
<u>Sieve</u>	<u>Example Specification Gradation</u>	<u>Example Rejection Gradation</u>	<u>Example Penalty Factor</u>
1/2”	100	100	
3/8”	100	95 to 100	1
#4	80 to 100	70 to 100	1
#50	0 to 18	0 to 22	2
#200	0 to 3	0 to 5	5

Reduced price per ton = contract price times (1.0-X)

The percent out of tolerance shall be to the nearest 1%. The sum of the individual sieve tolerance deviations (%) times the appropriate penalty factors divided by 100 shall be used as “X”.

EXAMPLE: Sand delivered was bid at \$5.00 per ton and is satisfactory in passing the 3/8” and #4 sieve but has 22% passing the #50 sieve and 4% passing the #200 sieve. The reduced price is computed as follows:

$$X = (30\% - 22\%) \times 2 + (4\% - 3\%) \times 5 = 21\% = 0.21$$

$$\text{Reduced price per ton} = \$5.00 \times (1.00 - 0.21) = \$3.95$$

ADJUSTED CONTRACT PRICE AND REJECTION RELATIVE TO MOISTURE CONTENT

Excessive moisture content has a significant negative impact on mixing, stockpiling, and storage operations. Abrasives when delivered shall have a maximum moisture content not exceeding 7.0% as determined by AASHTO Test Method T-255 (Moisture Content of Fine and Coarse Aggregate). Abrasives delivered which are found to have moisture content in excess of 7%, but less than 10% may be rejected, or they will be accepted at a reduced unit price (see below). Abrasives found to have moisture content greater than 10% will be rejected.

Material with a moisture content from:

- 7.01% to 8.00% may be accepted and paid for at the unit price less 10%
- 8.01% to 9.00% may be accepted and paid for at the unit price less 20%
- 9.01 to 9.99% may be accepted and paid for at the unit price less 30%

(continued)

DETAILED SPECIFICATIONS (Cont'd)

ABRASIVES – GRADATION B – SPECIFICATION

SCOPE

This specification covers the material requirements and basis of acceptance for abrasives used to treat snow and ice on pavements.

MATERIAL REQUIREMENTS

Material for use as Winter Abrasives shall be either:

- c) Natural Sand
- d) Manufactured Sand, including sand made from crushed stone, crushed gravel, ore tailings, crushed slag, lightweight aggregate, or other suitable material.

All abrasives shall consist of hard, strong, durable particles which are free from a coating or any injurious material and injurious amounts of clay, loam or other deleterious substances.

Abrasives meeting specification will be accepted unless the Director of the Office of Transportation Maintenance determines, from test results or service records that

- 3) Material contains sufficient unsound or undesirable material to be harmful.
- 4) Particles degrade due to weathering either in storage or in service, so as to be ineffective.

The method of accounting for delivery (in US Tons) involves collecting weight tickets from scales that have been certified by the appropriate Municipal jurisdiction and are signed by deliveries of less than 200 tons are ordered, all material must be delivered as a single (multiple trailer) bulk delivery. Deliveries shall consist of, not more than 1,000 tons per day. Deliveries will be accepted between the hour of 7:30 a.m. and 3:00 p.m. only, unless exceptions are specifically granted by the Resident Engineer or his/her designee.

If the Resident Engineer or his/her designee, as a result of visual inspection, suspects that abrasives being delivered may not be within the specification limits, he/she shall immediately notify the supplier of the nature of the suspected problem(s) both verbally and in writing. Upon receipt of notification the supplier shall cease making deliveries until the Department has had 3 working days (not counting the day of notification) to sample and test the suspect material. The supplier may request permission to continue deliveries after notification, and the Resident Engineer may approve the request at his/her discretion. However, any material delivered after notification must be stockpiled separate from earlier deliveries. Any action deemed necessary by the test results will be applicable to the Lot delivered the day of notification and to any subsequent Lots delivered during the 3-day testing and sampling period.

GRADATION (Particle Size/Shape)

The gradation requirements for the various items in this proposal are listed in the Gradation Reference below. **NOTE:** The Specification Gradation Column was used for bidding purposes. The Rejection Gradation Column will only be used at the time of delivery to determine the acceptability of the load.

Gradation acceptance at the final point of sampling (which depending upon the production operation could be the Producer's Stockpile, the Production Operation or Pit, or the Delivery Location) shall be measured against the Rejection Gradation. Material which falls between the Specification Gradation and the Rejection Gradation will be paid at a reduced rate. The reduced price shall be based upon the average values of at least two samples representing a pit location, lot, stockpile, or process. Material which is found to fall outside the Rejection Gradation on one or more sieve sizes shall be rejected, and no payment will be due the contractor for such rejected material.

If, after delivery, the sand gradation is found to be out of tolerance, a deduction from the price shall be made based on the following formula:

$$\text{Reduced price/ton} = \text{delivered contract price} \times (1.00 - X)$$

X = decimal equivalent of the total % out of gradation less the tolerance. The % out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as X.

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DETAILED SPECIFICATIONS (Cont'd)

GRADATION ACCEPTANCE

Gradation acceptance of abrasive material shall be based on the condition that the material meets the specification requirements. Acceptance shall be determined at the final point of sampling. Depending on the production operation and uniformity of delivered material, the final point of acceptance sampling could be the producer's stockpile, production operation, pit or a lot of delivered material. Depending on the production operation, the Department may require that exclusive stockpiles be built, tested and approved prior to delivery. If the material deviates from the specification gradation requirements shown in the Gradation Reference Chart, an adjusted price may be paid for the material. The adjusted price shall be based on the average values of at least two samples representing a pit location, lot, stockpile or process.

GRADATION REFERENCE CHART

Gradation Reference	Sieve Size	Specification Gradation	Rejection Gradation
B	1/2"	100	100
B	3/8"	100	95 – 100
B	#4	80 – 100	70 – 100
B	#50	0 – 25	0 – 30
B	#200	0 – 5	0 – 8

SAMPLING

Sampling will be performed by Department personnel or their representatives and will depend on the operation of the successful low bidder. Where stockpiles exist, the material will be sampled in the stockpiles prior to delivery. Where material is being processed shortly in advance or at the time of delivery, the process will be sampled. Where the material is unprocessed, specific working areas of the source will be sampled prior to delivery. All delivered materials are subject to random and/or specific sampling if a problem is suspected. Sampling methods, locations and point of final acceptance will be determined by the Department of Transportation.

TESTING METHOD

Gradation testing shall be performed on samples by sieving in conformance with NYSDOT Materials Bureau Test Methods 703-1P and 703-2P. Moisture content shall be determined by AASHTO Test Method T-255.

REJECTED MATERIALS

When materials are rejected, they must be removed by the Contractor within ten (10) days of notification or rejection. Rejected items not removed by the Contractor within the said ten (10) days shall be regarded as abandoned by the Contractor. The Department then shall have the right to dispose of said abandoned material as its own property by virtue of the contractor's failure to facilitate timely removal. The Contractor shall promptly reimburse the Department for any and all costs incurred in effecting such disposal.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

WEIGHT/VOLUME CONVERSION

Locations (delivery sites) where volumetric delivery is acceptable shall be specifically identified in the Bid Proposal. These are typically areas where certified scales and weigh masters are not available within a reasonable distance of the delivery site. In those cases, the weight/volume conversion ratio shall be determined by the Resident Engineer with assistance from the Regional Materials Group as necessary. There are two acceptable methods for establishing weight/volume conversion:

Method 1

Each delivery truck shall have its “level struck” (all material in the dump body being level with the top of the sides of the dump body); volume determined by the Resident Engineer. This will be the payment volume for each load delivered. A representative of the Resident Engineer shall record each load delivered and certify that the truck contained at least the payment (level struck) volume.

Equipment required for Method

1 – ¼ cu. ft. container (typically used for measuring the air content of plastic concrete).

1 – 20 oz. rubber mallet

1 – straight edge suitable for striking the abrasive level with the top of the container.

1 – smooth working surface.

1 – scale having a minimum 40 lb. capacity and accuracy of ± 0.3 lbs.

1 – flat shovel

Method 1 Sampling of Abrasives

A representative sample of about ½ cu. ft. of abrasives shall be obtained from a prepared stockpile according to procedures found in Appendix “A” of Materials Method 9.1 “Plant Inspection of Portland Cement Concrete” prior to delivery.

Testing the Sample for Unit Weight

9. The sample shall be air or oven dried until it is visibly dry.
10. Thoroughly mix the “room temperature” sample into a pile on the smooth surface with a flat shovel and “quarter” the pile.
11. Remove about 1/16 cu. ft. (about two quarts) of material from one of the quarters. Place it in the ¼ cu. ft. container and roughly level it off.
12. Strike the container firmly three items about midway on the side at one point. Repeat the striking procedure at three more points about 90 degrees apart on the container.
13. Repeat steps 3 & 4 three more times with material from each of the remaining three “quarters” of the same pile. Be sure that ¼ cu. ft. container is “overfull” after material from the fourth quarter of the sample pile is placed in it.
14. Screen the material level with the top of the container.
15. Weight the “level full” container on the scales and record the weight in pounds.
16. Subtract the weight in pounds of the empty ¼ cu. ft. container from the weight recorded from step #7 above. This is the weight, in pounds, of ¼ cu. ft. of the abrasive material. To obtain the weight, in tons, of 1 cu. yd. of the abrasive material, multiply the weight of the ¼ cu. ft. by 0.054.

Method 2

Each delivery truck shall have its “level struck” weight of abrasives determined by a weigh master on a certified weight scale. This is obtained by subtracting the empty weight of the truck from the certified loaded “level struck” weight. As in Method 1, each load delivered shall be recorded by a representative of the Resident Engineer and be certified that the truck contained at least the same volume of the “level struck” weight previously recorded.

DELIVERY LOT

A delivery lot shall be the total of one eight hour day’s delivery during normal Residency working hours.

(continued)

DETAILED SPECIFICATIONS (Cont'd)

SUSPECTED PROBLEMS DURING DELIVERY

If the Resident Engineer, or an authorized representative of same, as a result of visual inspection, suspects the abrasives being delivered are not within specification limits, they shall immediately notify the supplier of the nature of the suspected problems(s) verbally and in writing. At that point, all deliveries from that supplier will cease until the Department has had reasonable opportunity to sample and test the suspect material (3 working days, not including the date of written notification). If the supplier requests to continue delivering material after notification in writing, the Resident Engineer may approve that request in writing. However, the material delivered after notification must be kept separate from that which was delivered prior to notification. The action deemed necessary by the test results shall be applicable to the lot delivered the day of notification and any subsequent lots delivered during the three day testing and sampling period. This process shall be utilized at any time when delivery of out of specification material is suspected.

ADJUSTED BID PRICE AND REJECTION RELATIVE TO GRADATION

The bid price shall be adjusted for any delivered material outside the limits given under “Specification Gradation” and within the limit of the “Rejection Gradation”. Any material that has one or more sizes that fall outside the Rejection Gradation limits shall be rejected and no payment will be made for that material.

Example of Bid Price Adjustment of Out-of-Gradation Material
Percent Passing

<u>Sieve</u>	<u>Example Specification Gradation</u>	<u>Example Rejection Gradation</u>	<u>Example Penalty Factor</u>
1/2”	100	100	-
3/8”	100	95 to 100	1
#4	80 to 100	70 to 100	1
#50	0 to 25	0 to 30	2
#200	0 to 5	0 to 8	5

Reduced price per ton = contract price times (1.0-X)

The percent out of tolerance shall be to the nearest 1%. The sum of the individual sieve tolerance deviations (%) times the appropriate penalty factors divided by 100 shall be used as “X”.

Example: Sand delivered was bid at \$5.00 per ton and is satisfactory in passing the 3/8” and #4 sieves but has 30% passing the #50 sieve and 6% passing the #200 sieve. The reduced price is computed as follows:

$$X = (30\% - 25\%) \times 2 + (6\% - 5\%) \times 5 = 15\% = 0.15$$

$$\text{Reduced price per ton} = \$5.00 \times (1.00 - .15) = \$4.25$$

ADJUSTED BID PRICE AND REJECTION RELATIVE TO MOISTURE CONTENT

Excessive moisture content has a significant negative impact on mixing, stockpiling, and storage operations. Abrasives when delivered shall have a maximum moisture content not exceeding 7.0% as determined by AASHTO Test Method T-255 (Moisture Content of Fine and Coarse Aggregate). Abrasives delivered which are found to have moisture content in excess of 7%, but less than 10% may be rejected, or they will be accepted at a reduced unit price (see below). Abrasives found to have moisture content greater than 10% will be rejected.

Material with a moisture content from:

7.01% to 8.00% may be accepted and paid for at the unit price less 10%

8.01% to 9.00% may be accepted and paid for at the unit price less 20%

9.01 to 9.99% may be accepted and paid fore at the unit price less 30%

(continued)

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please email to: customer.services@ogs.ny.gov

OGS Procurement Services
Customer Services, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242

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