

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD WORK SESSION
Tuesday, November 22, 2016 7:00pm

Pledge of Allegiance – Moment of Silence

6:00pm: Executive Session:

1. Glenn Droese, Assessor, Edey McCarthy, Assessor Consultant, John Wolham, NYS ORP – Contractual

Town Board Work Session:

1. Consider Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
2. Supervisor Kenneth Schmitt- Consider Request to Advertise for Bids for the Purchase of New Town Fleet Vehicles
3. Richard Franzetti, PE, Town Engineer - Consider Request to Authorize Purchase and Installation of Comminutor CSD#4
4. Mary Ann Maxwell, Town Comptroller – Consider Request to Submit Statement of Delinquent Town of Carmel Water District and Sewer District Charges for Re-levying on the 2017County and Town Tax Bill
5. Police Chief Michael Cazzari – Consider Rejection of Bids and Request to Advertise for Bids for the Purchase of Police Uniforms
6. Police Chief Michael Cazzari – Consider Request to Accept Proposal for the Replacement of Two-Way Communication Radio
7. Police Chief Michael Cazzari – Consider Request to Award Bid for the Cleaning of Police Uniforms
8. Michael Simone, Highway Superintendent – Consider Request to Purchase Bulk Road Salt – NYS OGS Road Salt Bid Contract

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**



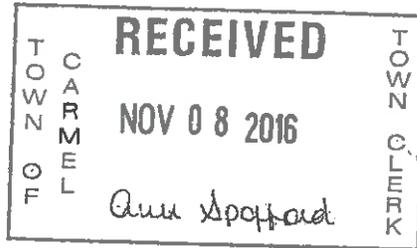
MAHOPAC VOLUNTEER FIRE DEPARTMENT
Office of the President

CC: Legal Counsel
Supervisor ✓
Assessor

WORK SESSION #1

President
Frank Egelsen Jr

Vice President
Matthew R. Bondi



Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845)628-2174

November 04, 2016

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

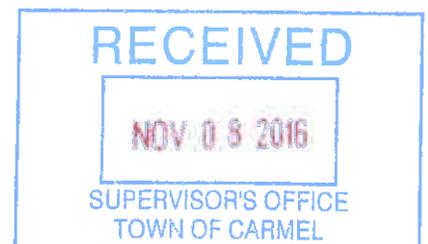
The following people have been added to the Roles of the Mahopac Volunteer Fire Department.

Samantha Valdes
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Michael Armistead
~~XXXXXXXXXX~~
Carmel, NY 10512
~~XXXXXXXXXX~~

Justin Morelli
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Page 1 of 2





**MAHOPAC VOLUNTEER FIRE
DEPARTMENT**
Office of the President

President
Frank Egelsen Jr

Vice President
Matthew R. Bondi

Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845)628-2174

November 04, 2016

Joseph Geary
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Kellianne Cammarata
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Kevin Swayne
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Dillon McDonough
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,
Corresponding Secretary



MAHOPAC VOLUNTEER FIRE DEPARTMENT
Office of the President

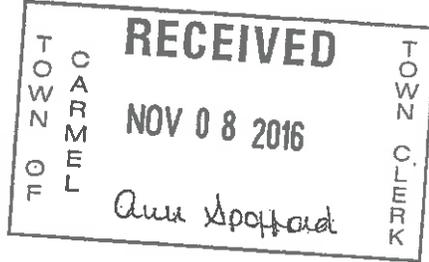
CC: Legal Counsel
Supervisor ✓
Assessor

President
Frank Egelsen Jr

Vice President
Matthew R. Bondi

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Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845)628-2174



November 8, 2016

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

It is with deep regret that the Mahopac Volunteer Fire Department announces the passing of the following member. He will be missed.

Please remove him from the Rolls of the Mahopac Volunteer Fire Department.

Ronald W. Schilpp
~~XXXXXXXXXXXXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXXXXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,
Corresponding Secretary

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MAHOPAC VOLUNTEER FIRE DEPARTMENT Office of the President

cc: Legal Counsel Supervisor ✓ Assessor

President Frank Egeisen Jr

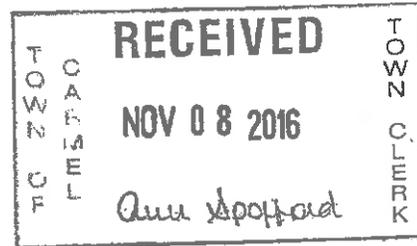
Vice President Matthew R. Bondi

Post Office Box 267 Mahopac, NY 10541

Fire Headquarters (845) 628-3160 Fax: (845)628-2174

November 7, 2016

Ann Spofford, Town Clerk Town of Carmel 60 McAlpin Ave. Mahopac, New York 10541



Dear Mrs. Spofford:

The following people have been dropped from the Roles of the Mahopac Volunteer Fire Department.

Willam Spain Jr. [Redacted] Mahopac, NY 10541 [Redacted]

Roger Sinistore [Redacted] Carmel, NY 10512 [Redacted]

Aaron Zauderer [Redacted] Ossining, NY 10562 [Redacted]

Laura Matos [Redacted] Mahopac, NY 10541 [Redacted]





**MAHOPAC VOLUNTEER FIRE
DEPARTMENT**
Office of the President

President
Frank Egeisen Jr

Vice President
Matthew R. Bondi

Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845)628-2174

November 7, 2016

Sarah Roush
~~XXXXXXXXXXXXXXXXXX~~
~~78 Dec Avenue Apt. 2B~~
Mahopac, NY 10541
~~XXXXXXXXXXXX~~

Anthony Giunti
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Joseph Giunti
~~XXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,
Corresponding Secretary

*Richard J. Franzetti, P.E.
Town Engineer*



*(845) 628-1500
(845) 628-2087
Fax (845) 628-7085*

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: November 15, 2016

Re: CSD#4 – Underhill Pump Station Comminutor

Severn Trent Environmental Services (STES), the operators for Carmel Sewer District #4 (CSD#4), have advised the Engineering Department (Department) of the need for a comminutor (sewage grinder) at the Underhill pump station. The reason for this request is that the existing pumps at this location are subject to frequent clogging with rags/debris as provided in the photograph. The clogging places a strain on the pumps and pump motors and requires that STES manually removed the pumps for servicing.



At the request of this Department STES requested and received the following quotes (attached) for replacing this unit:

- | | |
|-------------------------|-------------|
| 1. JWC Muffin Monster | \$22,960.00 |
| 2. Process Systems Inc. | \$26,230.00 |
| 3. GP Jager Inc. | \$29,420.00 |

The cost for STES to install the unit is \$1,800.00. Therefore the overall cost to replace the unit, is \$24,760.00

This Department spoke with the Town of Carmel Comptroller and she indicated that there are sufficient funds in budget for this work (attached).

This Department requests that the Town Board authorize the purchase and installation of the comminutor at a cost of \$24,760.00.



Severn Trent Services
1961 Route 6, Rear 3
Carmel, NY 10512
United States

T: +1 845 228 0460
F: +1 845 228 0465

www.severntrentservices.com

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR

District : CSD 4# / UnderHill PS

Date of Request: 11/14/20016

Item requested: 1- Complete Muffin Monster / 8" Grinder, Motor, Contoller & Mounting System

Purpose of item: To Grind Waste Water & other Debris Clogging Items/ That are Damaging Lift Pumps

Estimated age of equipment to be replaced / repaired Never Installed as Designed

Estimated life expectancy of new equipment / repair: 8 to10 Years

Labor cost for installation and or repair: \$ 1800

Vendor # 1: JWC Environmental Inc	Cost: \$22,960
Vendor # 2: GP Jager Inc	Cost: \$29,420
Vendor # 3: Process Systems Inc	Cost: \$26,230



JWC Environmental
 2850 S. Red Hill Ave. Suite 125
 Santa Ana, CA 92705
 Phone: 949.833.3888
 Toll Free: 800.331.2277
 Fax: 714.242.0240
Page: 1

Quote # 35942

Please address Purchase Orders to:
JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
USA
Fax: 714.242.0240

To Carmel, Town of
 Town Hall
 60 Mcalpin Ave
 Mahopac, NY 10541-2340
 US

Rep G.P. Jager & Assoc.
 Phone 201-986-1994

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	Carmel Sewer District #4 - Upperhill PS	Bid Date	
Quote Date	11/08/2016	FOB	Origin
Submittals	4 weeks after receipt of order	Expire Date	02/08/2017
Ship Equipment	6 weeks after approval/release	Terms	NET 30 DAYS
Consulting Engineer	None		
Spec. Section	None		

LINE ITEMS

Line No	Qty	Part/Description
1	1	30005-0008-DI Muffin Monster 30005-0008 Muffin Monster Scope of supply to include: Grinder with 8" cutter stack using 17-tooth serrated cam cutters & knurled spacers in alloy steel, optimum cut control gearing, tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, Cork & Rubber gaskets, epoxy coated housings with Delta-P siderails. 29:1 speed reducer and 3 hp XPFC 230/460v/3ph/60Hz electric motor.
2	1	PC2200-000-1-3HP-230V-60HZ Model PC2200 motor controller for 230V (Schematic Drawing # PC2200-000-1-D) in a NEMA 4X fiberglass ENCL. DWG# CF11-374 enclosure accepting 230V/3PH/60HZ input power for use with a 3HP motor. Controller includes an IEC starter with over-current protection, jam-sensing current transformer, one set of spare fuses and micro-PLC, with motor overtemp option (if applicable). Prog. # PC2220-001-A (120VAC control voltage)
3	1	FRAME, FLAT WALL W/GUIDE 30005-08 SS FLAT WALL MOUNT FRAME WITH GUIDE PLATE FOR 30005-8 FOR UP TO 16" INFLUENT PIPES, 304SST
4	1	GUIDE RAIL, FLAT WALL 30005 180inH SS FLAT WALL MOUNTED GUIDE RAIL WELDMENT 304SST 180" (15ft) HIGH
5	4	O&M MANUALS HARD COPY



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2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
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Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 2

Quote #
6 1

35942
S&H CHARGES
FREIGHT CHARGE - FOB Factory, FFA to Jobsite.

Price \$22,960.00

Clarification

1. See attached flow curve.
2. See attached standard JWC Terms and Conditions of Purchase.
3. Standard one year warranty is included.
4. One (1) day of start-up supervision by a factory-authorized representative is included.
5. OPTIONAL - Add \$3,709.00 for 3 HP immersible motor with 50 foot cord in lieu of 3 HP XPFC motor.

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.

Authorized JWC Environmental Signature Eric Elam



JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
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Quote # 35942

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 4

Quote # 35942

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Cc: [Maxwell, Mary Ann](#)
Subject: RE: 11-15-16 FW: CSD 4# Please see attached Bids as requested as per our Capital improvement plan discussed with you & Towns Consulting Engineer./ P.O. request
Date: Tuesday, November 15, 2016 10:48:51 AM

Rich,

Yes, there are sufficient funds in the budget for this purchase. I will request a budget transfer from the .0047 line (sludge hauling) to the equipment line.

Donna Esteves

Engineering Department
Town of Carmel
60 McAlpin Ave, Mahopac, NY 10541
845-628-1500 ext. 184

From: Franzetti, Richard
Sent: Tuesday, November 15, 2016 10:28 AM
To: Esteves, Donna
Cc: Maxwell, Mary Ann
Subject: 11-15-16 FW: CSD 4# Please see attached Bids as requested as per our Capital improvement plan discussed with you & Towns Consulting Engineer./ P.O. request

Donna,

Are there sufficient funds in the CSD 3 budget to make this purchase (see attached)?. Total cost is \$24,960.00. Thanks

Richard J. Franzetti. P.E, BCEE, LEED ^{AP}
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.

From: Brann, Thomas [<mailto:Thomas.Brann@stservices.com>]
Sent: Monday, November 14, 2016 11:03 AM
To: Franzetti, Richard
Cc: John.Folchetti@jrfa.com; Maggio, Vincent

Subject: CSD 4# Please see attached Bids as requested as per our Capital improvement plan discussed with you & Towns Consulting Engineer./ P.O. request

Good Moring Richard,

Please see attached Bids as requested, as per our Capital improvement plan for CSD 4# as discussed with you & the Towns Consulting Engineer. One Complete Muffin Monster for CSD 4# Under Hill Pumping: station.

Complete Muffin Monster includes the following: 8" Grinder, Motor, Controller & Mounting System.

Please forward me a P.O. when available.

Thank you,

Tom Brann
STS

TOWN OF CARMEL DELINQUENT SEWER/WATER RELEVY AS OF 11/17/16

FUND	RPS CODE	DISTRICT	PURPOSE CODE	AMOUNT
UNPAID WATER CHARGES:				
601	WD033	CWD #1	DEL. WATER	4,717.94
601	WD033	CWD #1	PENALTY	371.54
				5,089.48
602	WD001	CWD #2	DEL. WATER	79,818.36
602	WD001	CWD #2	PENALTY	23,737.52
				103,555.88
603	WD002	CWD #3	DEL. WATER	24,516.76
603	WD002	CWD #3	PENALTY	8,213.94
				32,730.70
604	WD003	CWD #4	DEL. WATER	13,020.02
604	WD003	CWD #4	PENALTY	4,275.51
				17,295.53
605	WD012	CWD #5	DEL. WATER	1,751.78
605	WD012	CWD #5	PENALTY	613.61
				2,365.39
606	WD013	CWD #6	DEL. WATER	6,115.42
606	WD013	CWD #6	PENALTY	2,039.95
				8,155.37
607	WD023	CWD #7	DEL. WATER	4,517.49
607	WD023	CWD #7	PENALTY	1,203.90
				5,721.39
608	WD020	CWD #8	DEL. WATER	25,565.96
608	WD020	CWD #8	PENALTY	8,442.31
				34,008.27
609	WD022	CWD #9	DEL. WATER	6,974.17
609	WD022	CWD #9	PENALTY	2,307.09
				9,281.26
610	WD025	CWD #10	DEL. WATER	8,322.11
610	WD025	CWD #10	PENALTY	2,380.55
				10,702.66
612	WD024	CWD #12	DEL. WATER	9,388.89
612	WD024	CWD #12	PENALTY	2,719.76
				12,108.65
613	WD029	CWD #13	DEL. WATER	3,308.75
613	WD029	CWD #13	PENALTY	926.93
				4,235.68
614	WD030	CWD #14	DEL. WATER	10,015.14
614	WD030	CWD #14	PENALTY	3,493.61
				13,508.75
622	WD028	CWD #2 EXT	DEL. WATER	1,596.29
622	WD028	CWD #2 EXT	PENALTY	335.27
				1,931.56
Total Delinquent Water				260,690.57

TOWN OF CARMEL DELINQUENT SEWER/WATER RELEVY AS OF 11/17/16

UNPAID OUT OF DISTRICT CHARGES:				
	WD002	74.11-1-20	OOD Water	95.03
	WD003	86.14-1-2	OOD Water	745.92
	WD020	76.18-2-22	OOD Water	1,190.00
	WD028	66.-2-58	OOD Water	3,000.00
	SW002	55.16-1-5	OOD Sewer Use	713.79
	SW007	74.11-1-20	OOD Sewer Use	1,394.03
	SW004	74.11-1-20	OOD Sewer Cap	505.00
	SW015	55.16-1-5	OOD Sewer Cap	45.35
	SW021	66.-2-58	OOD Sewer Cap	5,527.50
			Total Delinquent OOD	13,216.62
			Total Delinquent Relevy	273,907.19

Relevy Report Parameters

Process ID:	2016 RELEV		
Mode:	Verify	Report Date: 11/17/2016	Sort By: Account No
Year:	2016	Process UB Bills: Yes	
Seq:	51	Total Due >: 10.00	Use Credit from Other Services: Yes
Fees Date:			
Surcharge:	None	Percentage:	

Relevy Amount Due On or Before:: 10/01/2016 Aging Date: 10/01/2016

Update

Trans. Date:
Batch No.: RELEVY
Adjustment Code: RELVY

User Defined
User Field
COMMERCIAL

Exclude

Update

Purpose	Description	Select	Update to Purpose	Description
101	WATER DIST 1	Y	WATER	RELEVIED WATER
101P	WATER DIST 1 PEN	Y	W PEN	RELEVIED WATER
102	WATER DIST 2	Y	WATER	RELEVIED WATER
102P	WATER DIST 2 PEN	Y	W PEN	RELEVIED WATER
103	WATER DIST 3	Y	WATER	RELEVIED WATER
103P	WATER DIST 3 PEN	Y	W PEN	RELEVIED WATER

Relevy Report Parameters

104	WATER DIST 4	Y	WATER	RELEVIED WATER
104P	WATER DIST 4 PEN	Y	W PEN	RELEVIED WATER
105	WATER DIST 5	Y	WATER	RELEVIED WATER
105P	WATER DIST 5 PEN	Y	W PEN	RELEVIED WATER
106	WATER DIST 6	Y	WATER	RELEVIED WATER
106P	WATER DIST 6 PEN	Y	W PEN	RELEVIED WATER
107	WATER DIST 7	Y	WATER	RELEVIED WATER
107P	WATER DIST 7 PEN	Y	W PEN	RELEVIED WATER
108	WATER DIST 8	Y	WATER	RELEVIED WATER
108P	WATER DIST 8 PEN	Y	W PEN	RELEVIED WATER
109	WATER DIST 9	Y	WATER	RELEVIED WATER
109P	WATER DIST 9 PEN	Y	W PEN	RELEVIED WATER
110	WATER DIST 10	Y	WATER	RELEVIED WATER
110P	WATER DIST 10 PEN	Y	W PEN	RELEVIED WATER
112	WATER DIST 12	Y	WATER	RELEVIED WATER
112P	WATER DIST 12 PEN	Y	W PEN	RELEVIED WATER
113	WATER DIST 13	Y	WATER	RELEVIED WATER
113P	WATER DIST 13 PEN	Y	W PEN	RELEVIED WATER
114	WATER DIST 14	Y	WATER	RELEVIED WATER
114P	WATER DIST 14 PEN	Y	W PEN	RELEVIED WATER
122	WATER DIST 22	Y	WATER	RELEVIED WATER
122P	WATER DIST 22 PEN	Y	W PEN	RELEVIED WATER
302	SPRINK TAP DIST 2	Y	SPRINK	RELEVIED WATER
302P	SPRINK DIST 2 PEN	Y	SP PEN	RELEVIED WATER
303	SPRINK TAP DIST 3	Y	SPRINK	RELEVIED WATER
303P	SPRINK DIST 3 PEN	Y	SP PEN	RELEVIED WATER
322	SPRINK TAP DIST 22	Y	SPRINK	RELEVIED WATER
322P	SPRINK DIST 22 PEN	Y	SP PEN	RELEVIED WATER

Relevy Report Parameters

401	FINAL DIST 1	Y	WATER	RELEVIED WATER
402	FINAL DIST 2	Y	WATER	RELEVIED WATER
403	FINAL DIST 3	Y	WATER	RELEVIED WATER
404	FINAL DIST 4	Y	WATER	RELEVIED WATER
405	FINAL DIST 5	Y	WATER	RELEVIED WATER
406	FINAL DIST 6	Y	WATER	RELEVIED WATER
407	FINAL DIST 7	Y	WATER	RELEVIED WATER
408	FINAL DIST 8	Y	WATER	RELEVIED WATER
409	FINAL DIST 9	Y	WATER	RELEVIED WATER
410	FINAL DIST 10	Y	WATER	RELEVIED WATER
412	FINAL DIST 12	Y	WATER	RELEVIED WATER
413	FINAL DIST 13	Y	WATER	RELEVIED WATER
414	FINAL DIST 14	Y	WATER	RELEVIED WATER
422	FINAL DIST 22	Y	WATER	RELEVIED WATER
500	BILL ADJUSTMENT	Y	WATER	RELEVIED WATER
501	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
502	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
503	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
504	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
505	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
506	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
507	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
508	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
509	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
510	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
512	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
513	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
514	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER

Relevy Report Parameters

522	BILL ADJUSTMENT DI	Y	WATER	RELEVIED WATER
600	MISC.	Y	WATER	RELEVIED WATER
601	MISC CHARGE DIST 1	Y	WATER	RELEVIED WATER
602	MISC CHARGE DIST 2	Y	WATER	RELEVIED WATER
603	MISC CHARGE DIST 3	Y	WATER	RELEVIED WATER
604	MISC CHARGE DIST 4	Y	WATER	RELEVIED WATER
605	MISC CHARGE DIST 5	Y	WATER	RELEVIED WATER
606	MISC CHARGE DIST 7	Y	WATER	RELEVIED WATER
607	MISC CHARGE DIST 7	Y	WATER	RELEVIED WATER
608	MISC CHARGE DIST 8	Y	WATER	RELEVIED WATER
609	MISC CHARGE DIST 9	Y	WATER	RELEVIED WATER
610	MISC CHARGE DIST 1	Y	WATER	RELEVIED WATER
612	MISC CHARGE DIST 1	Y	WATER	RELEVIED WATER
613	MISC CHARGE DIST 1	Y	WATER	RELEVIED WATER
614	MISC CHARGE DIST 1	Y	WATER	RELEVIED WATER
622	MISC CHARGE DIST 2	Y	WATER	RELEVIED WATER
WD2 NSF	CWD 2 BOUNCED CHEC	Y	WATER	RELEVIED WATER

User Query

and ACCOUNT_NO NOT IN '5101000140','5101000150'
 and ACCOUNT_NO NOT IN '5114000410','5109001470','5103004010','5104000480','5106001010','5107000680','5101000250'
 and ACCOUNT_NO NOT IN '5102009170','5102011520','5102014330','5102019300','5102009280'
 and ACCOUNT_NO NOT IN '5101000190','5102000460','5102001520','5102009280','5102012700','5102019300','5103000580','5103001050','5110000930','5122013350'

File Export

Export To File: No **EXPORT FILE**
 Format: TXT

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5101000220	O'REILLY & PEARLE 612 ROUTE 6 & 982-990 S. LAK	372000 76. 9- 1- 12	101 101P				1,304.26 273.90	1,304.26 273.90
			Account Total				1,578.16	1,578.16
5101000230	MLN REALTY CORP 616 ROUTE 6	372000 76. 9- 1- 13	101 101P				290.54 97.64	290.54 97.64
			Account Total				388.18	388.18
5101000600	BAVARIAN CORP. 18 CLARK PLACE	372000 75.44- 1- 70	101				1,554.88	1,554.88
			Account Total				1,554.88	1,554.88
5101000800	LUPINACCI & MAZZOLA 562 ROUTE 6	372000 75.12- 2- 2	101				1,568.26	1,568.26
			Account Total				1,568.26	1,568.26
5102000110	O'DONNELL, KEVIN 31 FOWLER AVENUE	372000 44.13- 2- 8	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102000120	HDS LLC 2 CHURCH STREET	372000 55. 6- 1- 13	102 102P				296.94 62.35	296.94 62.35
			Account Total				359.29	359.29
5102000190	BND FOWLER PROPERTY LL 37 -39 FOWLER AVENUE	372000 44.13- 2- 11	102 102P				1,095.06 229.97	1,095.06 229.97
			Account Total				1,325.03	1,325.03
5102000210	BEYER, MICHAEL 33 FOWLER AVENUE	372000 44.13- 2- 9	102 102P				1,215.00 409.53	1,215.00 409.53
			Account Total				1,624.53	1,624.53
5102000220	PETER, STEPHEN & DEBBIE 3 NORTH DRIVE	372000 44.13- 1- 63	102 102P				161.25 33.87	161.25 33.87
			Account Total				195.12	195.12
5102000370	BALSAMO-CORDOVANO FUNE 15 CHURCH STREET	372000 55. 6- 1- 23	102 102P				600.54 237.97	600.54 237.97
			Account Total				838.51	838.51

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5102000450	CINTRON & IHDE 65 FAIR STREET	372000 44.14- 1- 60	102 102P				192.72 70.05	192.72 70.05
			Account Total				262.77	262.77
5102000740	NICOLINI, ROBERT & LORI 11 NORTH DRIVE	372000 44.13- 1- 67	102 102P				172.59 36.25	172.59 36.25
			Account Total				208.84	208.84
5102000920	COLANTUONO, PETER & DON 13 RIDGE ROAD	372000 44.13- 2- 34	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102000930	BRILEY, JOHN & CINDY 17 KELLY RIDGE ROAD	372000 44.15- 2- 25. 2	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102001140	SALISBURY, JOHN & KRISTE 119 SEMINARY HILL ROAD	372000 55.14- 1- 35	102 102P				148.01 48.44	148.01 48.44
			Account Total				196.45	196.45
5102001160	GOUTREMONT, VAWN 52 FAIR STREET	372000 44.14- 2- 11	102 102P				699.90 237.15	699.90 237.15
			Account Total				937.05	937.05
5102001360	HENDRICKS, VIOLET 85 FAIR STREET	372000 44.15- 1- 36	102 102P				847.80 285.56	847.80 285.56
			Account Total				1,133.36	1,133.36
5102001390	DAZA & ORTIZ 66 FAIR STREET	372000 44.14- 2- 7	102 102P				114.95 24.15	114.95 24.15
			Account Total				139.10	139.10
5102001430	TOMPKINS, KAREN M. 3 RAYMOND DRIVE	372000 44.13- 2- 59	102 102P				479.04 160.82	479.04 160.82
			Account Total				639.86	639.86
5102001490	P&R ESTATE CORPORATION	372000	102				533.56	533.56

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			102P				112.05	112.05
	122 GLENEIDA AVENUE	44.13- 2- 68	Account Total				645.61	645.61
5102001550	12 FAIR STREET CORP.	372000	102				548.00	548.00
	12 FAIR STREET	44.18- 1- 19	102P				193.62	193.62
			Account Total				741.62	741.62
5102001580	57 MAIN STREET CORP.	372000	102				399.97	399.97
	59 GLENEIDA AVENUE	44.18- 1- 9	102P				137.65	137.65
			Account Total				537.62	537.62
5102001660	ALM, SUSAN	372000	102				414.00	414.00
	114 GLENEIDA AVENUE	44.13- 2- 71	102P				139.54	139.54
			Account Total				553.54	553.54
5102001690	HINCKLEY HOLDINGS, LLC	372000	302			200.00		200.00
	39 SEMINARY HILL ROAD	55.10- 1- 1	302P			42.00		42.00
			Account Total			242.00		242.00
5102001750	COSGRAVE, CARRIE	372000	102				539.61	539.61
	168 GLENEIDA RIDGE ROAD	43.20- 1- 5	102P				180.56	180.56
			Account Total				720.17	720.17
5102001900	WILLIAMS SHELL	372000	102				129.75	129.75
	1923 ROUTE 6	55.11- 1- 40	102P				27.25	27.25
			Account Total				157.00	157.00
5102002020	MOBIL/DUNKIN DONUTS	372000	102				681.38	681.38
	1863 ROUTE 6	55.10- 1- 14	102P				143.09	143.09
			Account Total				824.47	824.47
5102002060	VERALLI, MARK & BEVERLY	372000	102				808.20	808.20
	89 FAIR STREET	44.15- 1- 46	102P				272.61	272.61
			Account Total				1,080.81	1,080.81
5102002110	P&R ESTATE CORPORATION	372000	102				465.13	465.13
	2 RIDGE ROAD	44.17- 1- 44	102P				97.67	97.67

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount	
							Account Total	562.80	562.80
5102002170	GREGORY, JANICE 4 HILLSIDE PLACE	372000 44.15- 2- 20	102 102P				414.00 139.54	414.00 139.54	
							Account Total	553.54	553.54
5102002250	SCOPELLITI,ROBERT&KIMBEF 30 KELLY RIDGE ROAD	372000 44.19- 2- 29	102 102P				405.00 136.51	405.00 136.51	
							Account Total	541.51	541.51
5102002290	ALESSI, JOSEPHINE 5 CIRCLE DRIVE	372000 44.13- 2- 38	102 102P				414.00 139.54	414.00 139.54	
							Account Total	553.54	553.54
5102002320	HENRIQUEZ, PLINIO & LUZ 44 FAIR STREET	372000 44.14- 2- 13	102 102P				414.00 41.40	414.00 41.40	
							Account Total	455.40	455.40
5102002330	WILES, FRANKLIN & EDITH 4 RIDGE ROAD	372000 44.17- 1- 43	102 102P				414.00 139.54	414.00 139.54	
							Account Total	553.54	553.54
5102002400	TOMPKINS, JEFFREY 25 KELLY RIDGE ROAD	372000 44.15- 2- 29	102 102P				45.64 14.95	45.64 14.95	
							Account Total	60.59	60.59
5102002480	SHILLING, ROBERT&SUZANN 19 LEESIDE ROAD	372000 55. 9- 1- 57	102 102P				405.00 136.51	405.00 136.51	
							Account Total	541.51	541.51
5102002560	MANDARA, JOHN 26 KELLY RIDGE ROAD	372000 44.15- 2- 31	102 102P				405.00 136.51	405.00 136.51	
							Account Total	541.51	541.51
5102002750	SHEEHY, JAMES & PATRICIA 10 HILLSIDE PLACE	372000 44.15- 2- 17	102 102P				414.00 139.54	414.00 139.54	
							Account Total	553.54	553.54

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5102002770	FITZPATRICK,DONALD&BRIAN 7 GLENNA DRIVE	372000 44.15- 1- 41	102 102P				118.84 72.55	118.84 72.55
			Account Total				191.39	191.39
5102002920	BAZAN, PATRICIA 94 FAIR STREET	372000 44.15- 1- 32	102 102P				103.50 21.74	103.50 21.74
			Account Total				125.24	125.24
5102002970	EVANGELISTO,ALFRED&JANIK 12 & 16 RIDGE ROAD	372000 44.13- 2- 27	102 102P				1,242.00 418.62	1,242.00 418.62
			Account Total				1,660.62	1,660.62
5102002980	STASUL, JENNIFER 6 NORTH GATE ROAD	372000 55.19- 1- 13. 1	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102003020	KEMP, LORI 31 MECHANIC STREET	372000 55.14- 1- 15	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102003200	MURPHY, CHRISTOPHER 11 NORTH GATE ROAD	372000 55.18- 1- 2	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102003240	MESSERSCHMITT & SULLIVA 13 HILLSIDE PLACE	372000 44.15- 2- 15	102 102P				828.00 279.07	828.00 279.07
			Account Total				1,107.07	1,107.07
5102003360	BROWN, DAVID & LISA 1 MEADOW DRIVE	372000 55.19- 1- 16	102 102P				91.66 32.26	91.66 32.26
			Account Total				123.92	123.92
5102003380	MCDONALD,MICHAEL&PATRIC 14 COLLIER DRIVE WEST	372000 44.13- 1- 35	102 102P				207.00 43.47	207.00 43.47
			Account Total				250.47	250.47
5102003420	SINISI, JOSEPH M.	372000	102				414.00	414.00

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			102P				139.54	139.54
	2 RAYMOND DRIVE	44.13- 2- 56	Account Total				553.54	553.54
5102003460	NELSON, THOMAS & JANICE	372000	102P				10.26	10.26
	116 GLENEIDA RIDGE ROAD	54. 8- 1- 80	Account Total				10.26	10.26
5102003710	ADAMS, BLANCHE	372000	102				237.22	237.22
	3669 ROUTE 301	44.17- 1- 13	102P				79.87	79.87
			Account Total				317.09	317.09
5102004000	CATURANO, ARMAND&DORO	372000	102				26.43	26.43
	63 GLENEIDA RIDGE ROAD	55. 5- 1- 7	102P				18.41	18.41
			Account Total				44.84	44.84
5102004020	KELLY & MAZZONI	372000	102				414.00	414.00
	27 GLENNA DRIVE	44.11- 1- 7	102P				139.54	139.54
			Account Total				553.54	553.54
5102004030	NICHOLSON, IAN & LAURA	372000	102				414.00	414.00
	29 GLENNA DRIVE	44.11- 1- 8	102P				139.54	139.54
			Account Total				553.54	553.54
5102004060	KALAFUS, RICHARD&MARION	372000	102				336.24	336.24
	26 GLENNA DRIVE	44.11- 1- 14	102P				70.61	70.61
			Account Total				406.85	406.85
5102004110	KELLY, WILLIAM & LINDA	372000	102				10.65	10.65
	40 GLENEIDA RIDGE ROAD	55. 5- 1- 27	Account Total				10.65	10.65
5102004490	MONAHAN, RICHARD&COLET	372000	102				69.86	69.86
	91 GLENEIDA RIDGE ROAD	54. 8- 1- 74	102P				14.68	14.68
			Account Total				84.54	84.54
5102004620	FINLAY, JOHN	372000	102				319.82	319.82
	25 GLENEIDA RIDGE ROAD	54.12- 1- 14	Account Total				319.82	319.82
5102004700	GERATHY, MARILYN	372000	102				51.80	51.80
	1813 ROUTE 6	55. 6- 1- 52	102P				10.88	10.88

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							62.68	62.68
5102004780	NICKERSON,ROBERT&JACQU	372000	102			414.00		414.00
	15 WILLOW ROAD	55.9- 1- 69. 1	102P			139.54		139.54
Account Total							553.54	553.54
5102004840	57 MAIN STREET CORP.	372000	102			123.07		123.07
	57 GLENEIDA AVENUE	44.18- 1- 8	102P			28.85		28.85
Account Total							151.92	151.92
5102004880	LOPEZ, FRANK & ANA	372000	102			414.00		414.00
	52 GLENEIDA RIDGE ROAD	55.5- 1- 25	102P			139.54		139.54
Account Total							553.54	553.54
5102004980	DEFEO, DEAN & CYNTHIA	372000	102			405.00		405.00
	7 GLENVUE DRIVE NORTH	44.17- 1- 8	102P			136.51		136.51
Account Total							541.51	541.51
5102005080	SPANGENBERGER, RICHARD	372000	102P			21.42		21.42
	84 SEMINARY HILL ROAD	55.13- 1- 22						
Account Total							21.42	21.42
5102005230	RODRIGUEZ,RICHARD&YOLAI	372000	102			405.00		405.00
	18 NORTH GATE ROAD	55.18- 1- 14	102P			136.51		136.51
Account Total							541.51	541.51
5102005290	LULGJURAJ, TOMA & ROSA	372000	102			180.81		180.81
	161 GLENEIDA RIDGE ROAD	43.20- 1- 23	102P			37.97		37.97
Account Total							218.78	218.78
5102005380	MILES, NIGEL & IRENE	372000	102			744.68		744.68
	25 BELDEN ROAD	54.8- 1- 1	102P			229.30		229.30
Account Total							973.98	973.98
5102005420	MCGLINCHEY,MATTHEW&NOI	372000	102			281.97		281.97
	3 COLLIER DRIVE WEST	44.13- 1- 16	102P			105.09		105.09
Account Total							387.06	387.06
5102005660	FARBMAN, MATTHEW & DAW	372000	102			828.00		828.00

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			102P				279.07	279.07
	17 SUNSET RIDGE ROAD	44.13- 1- 4	Account Total				1,107.07	1,107.07
5102005730	GIACOMELLI, ALVARO&EILEE	372000	102				232.46	232.46
	13 COLLIER DRIVE WEST	44.13- 1- 22	102P				75.13	75.13
			Account Total				307.59	307.59
5102005830	MEYERS, JOHN & CARMELIN	372000	102				414.00	414.00
	3 COLLIER DRIVE EAST	44.13- 1- 43	102P				139.54	139.54
			Account Total				553.54	553.54
5102005870	MANGAN, JAMES & ROSEAN	372000	102				238.29	238.29
	51 BELDEN ROAD	54. 8- 1- 38	102P				50.04	50.04
			Account Total				288.33	288.33
5102005880	SCHRODER, WILLIAM	372000	102				357.80	357.80
	4 KELLY RIDGE ROAD	44.15- 2- 42	102P				121.15	121.15
			Account Total				478.95	478.95
5102005890	RADOSLOVICH, MARIO	372000	102				405.00	405.00
	15 BELDEN ROAD	54.12- 1- 4	102P				136.51	136.51
			Account Total				541.51	541.51
5102006010	DEANGELIS, JOSEPH & LYNN	372000	102				306.22	306.22
	10 EVERETT ROAD	44.15- 1- 4	102P				101.29	101.29
			Account Total				407.51	407.51
5102006020	VANDERPOOL,WAYNE&STEPI	372000	102				153.84	153.84
	12 EVERETT ROAD	44.15- 1- 3	102P				32.30	32.30
			Account Total				186.14	186.14
5102006110	LONESOME, LAWRENCE	372000	102				306.25	306.25
	23 EVERETT ROAD	44.19- 2- 15	Account Total				306.25	306.25
5102006120	MCGOVERN, MICHAEL `	372000	102				151.77	151.77
	24 EVERETT ROAD	44.19- 1- 47	102P				58.18	58.18
			Account Total				209.95	209.95

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5102006130	RUGGIERO, VINCENT&SUZAN 25 EVERETT ROAD	372000 44.19- 2- 16	102 102P				284.83 96.31	284.83 96.31
			Account Total				381.14	381.14
5102006280	DESIMONE, ANGELO & LISA 40 EVERETT ROAD	372000 44.19- 1- 39	102 102P				45.74 27.43	45.74 27.43
			Account Total				73.17	73.17
5102006360	WRIGHT, JANET 14 LINDY DRIVE	372000 55.13- 1- 10	102 102P				32.46 6.82	32.46 6.82
			Account Total				39.28	39.28
5102006410	MCCABE, MICHAEL&ANN MAR 15 COLLIER DRIVE EAST	372000 44.13- 1- 47	102 102P				412.46 138.47	412.46 138.47
			Account Total				550.93	550.93
5102006430	BARRESI & HO 4 COLLIER DRIVE	372000 44.17- 1- 34	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102006470	CARINCI,STEVEN & ROSEMAF 2 LINDY DRIVE	372000 55. 9- 1- 39	102P				15.39	15.39
			Account Total				15.39	15.39
5102006500	RIVERA, ROBERT & MICHELL 103 FAIR STREET	372000 44.15- 1- 53	102 102P				9,720.95 2,041.41	9,720.95 2,041.41
			Account Total				11,762.36	11,762.36
5102006580	CONSTANCE, DOUGLAS 47 EVERETT ROAD	372000 44.19- 2- 8	102 102P				80.42 26.31	80.42 26.31
			Account Total				106.73	106.73
5102006630	SCALFANI, ROSALIE 11 RIDGE ROAD	372000 44.13- 2- 33	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102006900	CLIFFORD,THOMAS&CHRISTII 14 COLLIER DRIVE EAST	372000 44.13- 1- 60	102 102P				207.00 43.47	207.00 43.47

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							250.47	250.47
5102006970	CANNON, WILLIAM&ELIZABET	372000	102				414.00	414.00
	8 SUNSET RIDGE ROAD	44.13- 1- 11	102P				139.54	139.54
Account Total							553.54	553.54
5102007000	VEGA, VICTOR	372000	102				414.00	414.00
	80 FAIR STREET	44.14- 2- 2	102P				139.54	139.54
Account Total							553.54	553.54
5102007120	LUGO, JOSE & THERESA	372000	102				300.87	300.87
	53 FAIR STREET	44.14- 1- 54	102P				63.19	63.19
Account Total							364.06	364.06
5102007240	POZNER, ARTHUR & JOAN	372000	102				414.00	414.00
	10 COLLIER DRIVE	44.13- 2- 50	102P				139.54	139.54
Account Total							553.54	553.54
5102007250	BLAIR, MATTHEW & DENISE	372000	102				95.39	95.39
	12 COLLIER DRIVE	44.13- 2- 49	102P				32.13	32.13
Account Total							127.52	127.52
5102007320	ROCHE & CABRERA	372000	102				162.13	162.13
	18 TOWER ROAD	55.13- 1- 32	102P				75.79	75.79
Account Total							237.92	237.92
5102007600	CASKA, JERI	372000	102				414.00	414.00
	34 SAINT MICHAELS TERRAC	44.19- 1- 23	102P				139.54	139.54
Account Total							553.54	553.54
5102007670	VARGA, VERONICA	372000	102				414.00	414.00
	10 COLLIER DRIVE EAST	44.13- 2- 43	102P				139.54	139.54
Account Total							553.54	553.54
5102007730	MERENDA, MICHAEL & KATH	372000	102				214.00	214.00
	46 SAINT MICHAELS TERRAC	44.19- 1- 17	102P				97.54	97.54
Account Total							311.54	311.54

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5102007850	BERARDIS, YVONNE	372000	102				410.07	410.07
	26 COLLIER DRIVE EAST	44.13- 1- 54	102P				111.17	111.17
			Account Total				521.24	521.24
5102008510	MORETTA, MATTHEW	372000	102				57.06	57.06
	2 GLENVUE DRIVE NORTH	44.17- 1- 11	102P				19.27	19.27
			Account Total				76.33	76.33
5102008590	CERCENA, CATHERINE	372000	102				141.76	141.76
	7 LAKEVIEW ROAD	55.20- 1- 9	102P				29.77	29.77
			Account Total				171.53	171.53
5102008870	GALENO, MICHAEL & JULIAN	372000	102				202.50	202.50
	44 LAKEVIEW ROAD	66. 8- 1- 10	102P				42.53	42.53
			Account Total				245.03	245.03
5102008890	OLSEN, KURT&KELLY	372000	102				414.00	414.00
	48 LAKEVIEW ROAD	66. 8- 1- 8	102P				139.54	139.54
			Account Total				553.54	553.54
5102008940	HERNANDEZ, ALMA	372000	102P				14.39	14.39
	58 LAKEVIEW ROAD	66. 8- 1- 3	Account Total				14.39	14.39
5102009050	SANTULLO, LOUIS & ANGELA	372000	102				414.00	414.00
	45 LAKEVIEW ROAD	66. 8- 1- 22	102P				139.54	139.54
			Account Total				553.54	553.54
5102009070	RESTO, ANGEL & ELIZABETH	372000	102				414.00	414.00
	41 LAKEVIEW ROAD	66. 8- 1- 20	102P				139.54	139.54
			Account Total				553.54	553.54
5102009080	NUDO, RALPH & MARGARET	372000	102				146.56	146.56
	39 LAKEVIEW ROAD	66. 8- 1- 19	102P				30.78	30.78
			Account Total				177.34	177.34
5102009110	DJELJEVIC, PRENKA & DRITA	372000	102				405.00	405.00
	34 AVERY ROAD	55.20- 1- 33	102P				40.50	40.50

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							445.50	445.50
5102009260	ADDATO, DOROTHY	372000	102	221.01			209.07	430.08
	4 AVERY ROAD	55.20- 1- 18	102P	22.10			20.91	43.01
Account Total				243.11			229.98	473.09
5102009460	ESPOSITO, THOMAS & DOROT	372000	102				157.70	157.70
	11 LAKEVIEW ROAD	55.20- 1- 11	102P				46.89	46.89
Account Total							204.59	204.59
5102009500	ROGERS & GARRITY	372000	102				624.52	624.52
	23 AVERY ROAD	55.20- 1- 32	102P				212.48	212.48
Account Total							837.00	837.00
5102009520	GERTSEN, RYAN	372000	102				734.71	734.71
	18 LAKEVIEW ROAD	55.19- 1- 47	102P				248.54	248.54
Account Total							983.25	983.25
5102009560	VESHTA, TONIN & SOSE	372000	102				405.00	405.00
	11 LAKE GILEAD ROAD	55.19- 1- 44	102P				136.51	136.51
Account Total							541.51	541.51
5102009660	PARCHINSKY, STEFFIE	372000	102				414.00	414.00
	9 BELLA ROAD	54. 8- 1- 20	102P				139.54	139.54
Account Total							553.54	553.54
5102009700	RICHARDSON, DAYTON	372000	102				414.00	414.00
	16 MECHANIC STREET	55.14- 1- 28	102P				139.54	139.54
Account Total							553.54	553.54
5102009770	62 GLENEIDA AVENUE CORP.	372000	102P				52.39	52.39
	62 GLENEIDA AVENUE	44.14- 1- 42	Account Total				52.39	52.39
5102009780	ASCIONE & MATHURA	372000	102				312.26	312.26
	18 GLENNA DRIVE	44.11- 1- 17	102P				106.25	106.25
Account Total							418.51	418.51
5102009850	SCHWARTZ, KEITH & HEATHE	372000	102				414.00	414.00

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			102P				139.54	139.54
	55 WYNDHAM LANE	44.13- 1- 68. 3	Account Total				553.54	553.54
5102010100	118 OLD ROUTE 6 REALTY	372000	102				1,701.06	1,701.06
	118 OLD ROUTE 6	55.12- 2- 5	102P				789.47	789.47
			Account Total				2,490.53	2,490.53
5102010350	LESTER, STEPHEN & DIANE	372000	102				405.00	405.00
	69 WOODLAND TRAIL	44.14- 1- 49. 0-1869	102P				136.51	136.51
			Account Total				541.51	541.51
5102010390	BRODERICK,JOSEPH&JUSTIN	372000	102				202.50	202.50
	12 GLENNA DRIVE	44.15- 1- 43	102P				89.01	89.01
			Account Total				291.51	291.51
5102010570	REILLY, JOHN & MARIE	372000	102				207.00	207.00
	4 LINDY DRIVE	55. 9- 1- 38	102P				43.47	43.47
			Account Total				250.47	250.47
5102010640	MANZOEILLO,ERIC&JENNIFER	372000	102				151.21	151.21
	401 KINGS WAY	44.11- 1- 23. 0-401	102P				31.75	31.75
			Account Total				182.96	182.96
5102010750	AMATULLE, NAIDA	372000	102				531.30	531.30
	802 KINGS WAY	44.11- 1- 23. 0-802	102P				177.93	177.93
			Account Total				709.23	709.23
5102010800	PENNY MAC CORP.	372000	102				301.60	301.60
	5 SUNSET RIDGE ROAD	44.17- 1- 27	102P				97.34	97.34
			Account Total				398.94	398.94
5102010870	HOOTEN, ROBERT	372000	102				414.00	414.00
	501 KINGS WAY	44.11- 1- 23. 0-501	102P				139.54	139.54
			Account Total				553.54	553.54
5102010890	ANGLACE, CATHERINE	372000	102				414.00	414.00
	503 KINGS WAY	44.11- 1- 23. 0-503	102P				139.54	139.54

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							553.54	553.54
5102010940	TORRES, HARRY & MICHELL 304 KINGS WAY	372000 44.11- 1- 23. 0-304	102 102P				414.00 139.54	414.00 139.54
Account Total							553.54	553.54
5102010980	LYNSTER, KAREN 901 KINGS WAY	372000 44.11- 1- 23. 0-901	102P				19.94	19.94
Account Total							19.94	19.94
5102011020	SEARS, GREGORY J. 905 KINGS WAY	372000 44.11- 1- 23. 0-905	102 102P				501.21 168.10	501.21 168.10
Account Total							669.31	669.31
5102011090	SCHNORR, PHILIP & KELLIE 1003 KINGS WAY	372000 44.11- 1- 23. 0-1003	102 102P				414.97 139.86	414.97 139.86
Account Total							554.83	554.83
5102011100	RESTIVO, DONNA 1004 KINGS WAY	372000 44.11- 1- 23. 0-1004	102 102P				170.33 35.77	170.33 35.77
Account Total							206.10	206.10
5102011120	MATISI, MICHAEL & JESSICA 201 KINGS WAY	372000 44.11- 1- 23. 0-201	102 102P				384.54 129.89	384.54 129.89
Account Total							514.43	514.43
5102011280	O'LEARY, DARA 2205 KINGS WAY	372000 44.11- 1- 20. 0-2205	102 102P				405.00 136.51	405.00 136.51
Account Total							541.51	541.51
5102011320	HERNANDEZ & TOMPKINS 2602 KINGS WAY	372000 44.11- 1- 20. 0-2602	102 102P				107.00 33.47	107.00 33.47
Account Total							140.47	140.47
5102011390	AREVALO, GERALDINE 2803 KINGS WAY	372000 44.11- 1- 20. 0-2803	102 102P				398.68 134.52	398.68 134.52
Account Total							533.20	533.20
5102011540	BAIRD, ROISIN	372000	102				414.00	414.00

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			102P				139.54	139.54
	2302 KINGS WAY	44.11- 1- 20. 0-2302	Account Total				553.54	553.54
5102011640	ADAMAS, PIOTR	372000	102				414.00	414.00
	2904 KINGS WAY	44.11- 1- 20. 0-2904	102P				139.54	139.54
			Account Total				553.54	553.54
5102011650	BARLOW-COX, LORINA	372000	102				485.07	485.07
	2905 KINGS WAY	44.11- 1- 20. 0-2905	102P				162.81	162.81
			Account Total				647.88	647.88
5102011700	ISAZA, VICTOR & DANIE	372000	102				414.00	414.00
	1701 KINGS WAY	44.11- 1- 22. 0-1701	102P				139.54	139.54
			Account Total				553.54	553.54
5102011790	PARMALEE, SCOTT	372000	102				138.00	138.00
	1804 KINGS WAY	44.11- 1- 22. 0-1804	102P				46.51	46.51
			Account Total				184.51	184.51
5102011930	KOHN, CHARLES & LEA	372000	102				405.00	405.00
	2003 KINGS WAY	44.11- 1- 22. 0-2003	102P				136.51	136.51
			Account Total				541.51	541.51
5102012020	CAPIZZI, BRIAN & LORI	372000	102				207.00	207.00
	1406 KINGS WAY	44.11- 1- 22. 0-1406	102P				69.78	69.78
			Account Total				276.78	276.78
5102012150	MORALES, FERDINAND	372000	102				414.00	414.00
	1605 KINGS WAY	44.11- 1- 22. 0-1605	102P				139.54	139.54
			Account Total				553.54	553.54
5102012160	LEONARD, EDWARD & ANNE	372000	102				414.00	414.00
	1606 KINGS WAY	44.11- 1- 22. 0-1606	102P				139.54	139.54
			Account Total				553.54	553.54
5102012210	NESSI, JOSEPH	372000	102				362.73	362.73
	1903 KINGS WAY	44.11- 1- 22. 0-1903	102P				122.75	122.75

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount	
							Account Total	485.48	485.48
5102012230	HILLERY, CHARLES	372000	102				55.82	55.82	
	2101 KINGS WAY	44.11- 1- 22. 0-2101	102P				11.72	11.72	
							Account Total	67.54	67.54
5102012320	SPOHR, DAVID & PRISCILLA	372000	102				295.18	295.18	
	37 WYNDHAM LANE	44. 9- 1- 44	102P				70.59	70.59	
							Account Total	365.77	365.77
5102012450	CAUSA, JAMES & VICTORIA	372000	102				414.00	414.00	
	11 ELENA COURT	44. 0- 2- 50	102P				139.54	139.54	
							Account Total	553.54	553.54
5102012470	IACOVELLI, VINCENT & ROSE	372000	102				214.00	214.00	
	25 DECOLORES DRIVE	44.14- 1- 77	102P				72.13	72.13	
							Account Total	286.13	286.13
5102012480	SIME & BRODERICK	372000	102				326.30	326.30	
	4 COLLIER DRIVE WEST	44.13- 1- 40	102P				110.85	110.85	
							Account Total	437.15	437.15
5102012520	FOTOPOULOS, GUS & CYNTH	372000	102				258.75	258.75	
	8 KYLE COURT	44.14- 1- 66	102P				68.65	68.65	
							Account Total	327.40	327.40
5102012560	SANTOS SUPPLE, ZARIAZ	372000	102				542.13	542.13	
	9 KYLE COURT	44.14- 1- 70	102P				162.74	162.74	
							Account Total	704.87	704.87
5102012660	SELVA, ROBERT & EMILY	372000	102				693.86	693.86	
	2001 KINGS WAY	44.11- 1- 22. 0-2001	102P				225.89	225.89	
							Account Total	919.75	919.75
5102012740	JOHNSON, JOHN & JENNIFER	372000	102				202.50	202.50	
	7 WOODLAND TRAIL	44.14- 1- 49. 0- 207	102P				42.53	42.53	
							Account Total	245.03	245.03

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5102012780	SCARANO, MICHAEL 13 WOODLAND TRAIL	372000 44.14- 1- 49. 0- 413	102P Account Total				22.77 22.77	22.77 22.77
5102012890	COLE, NONA 28 WOODLAND TRAIL	372000 44.14- 1- 49. 0- 828	102 102P Account Total				48.99 16.50 65.49	48.99 16.50 65.49
5102013080	WHITMORE, KAREN & AMAND 52 WOODLAND TRAIL	372000 44.14- 1- 49. 0-1352	102 102P Account Total				202.50 42.53 245.03	202.50 42.53 245.03
5102013090	BARAN,MARZENA&ARKADIUS 53 WOODLAND TRAIL	372000 44.14- 1- 49. 0-1353	102 102P Account Total				414.00 139.54 553.54	414.00 139.54 553.54
5102013100	BARR, STEPHEN & VALERIE 55 WOODLAND TRAIL	372000 44.14- 1- 49. 0-1455	102 102P Account Total				207.00 86.00 293.00	207.00 86.00 293.00
5102013230	JACOBSEN, STACEY 73 WOODLAND TRAIL	372000 44.14- 1- 49. 0-1873	102 102P Account Total				277.67 109.77 387.44	277.67 109.77 387.44
5102013290	WEBB, MICHAEL & AMY 81 WOODLAND TRAIL	372000 44.14- 1- 49. 0-2081	102 102P Account Total				130.61 44.29 174.90	130.61 44.29 174.90
5102013310	MONTELEONE,VIRGILIO&VICT 84 WOODLAND TRAIL	372000 44.14- 1- 49. 0-2184	102 102P Account Total				414.00 139.54 553.54	414.00 139.54 553.54
5102013330	IARROBINO, JEANNE 61 WOODLAND TRAIL	372000 44.14- 1- 49. 0-1561	102 102P Account Total				46.40 9.74 56.14	46.40 9.74 56.14
5102013520	ACCURSO, GRACE 123 GLENEIDA RIDGE ROAD	372000 43.20- 1- 13	102 102P				377.99 126.63	377.99 126.63

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			Account Total				504.62	504.62
5102013550	MEIER, JOHN & MARY 10 RIDGE COURT	372000 54. 8- 1- 68	102 102P				471.65 156.22	471.65 156.22
			Account Total				627.87	627.87
5102013570	D'IORIO, JAMES & RANDY 9 RIDGE COURT	372000 54. 8- 1- 66	102 102P				272.37 72.33	272.37 72.33
			Account Total				344.70	344.70
5102013700	JONES,CHRISTOPHER&LEEAI 14 MEADOW DRIVE	372000 55.19- 1- 21. 2	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102013820	BOEHM & PULLEY 23 TANGO LANE	372000 55.14- 1- 8. 2	102 102P				278.90 92.37	278.90 92.37
			Account Total				371.27	371.27
5102013850	CARLO, MICHAEL & DANIELL 27 TANGO LANE	372000 55.10- 1- 18	102 102P				13.79 65.08	13.79 65.08
			Account Total				78.87	78.87
5102013860	FACINELLI, STEVEN&MILDRE 11 MEADOW DRIVE	372000 55.19- 1- 19. 1	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102013880	BONILLA, MILTON 40 DUKE DRIVE	372000 44. 0- 2- 26	102 102P				325.44 151.04	325.44 151.04
			Account Total				476.48	476.48
5102014040	ABREU, ROSALIA 146 DUKE DRIVE	372000 44. 0- 2- 41	102 102P				243.19 86.57	243.19 86.57
			Account Total				329.76	329.76
5102014110	ARO, DOMINIC & EVELYN 6 BENEDICT PLACE	372000 44. 0- 2- 53	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5102014220	VENDEL, CURTIS & MICHELE 117 DUKE DRIVE	372000 44. 0- 2- 64	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102014230	VATAJ, NUO & MIRASH 125 DUKE DRIVE	372000 44. 0- 2- 65	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102014250	BRICK, GAIL 147 DUKE DRIVE	372000 44. 0- 2- 67	102 102P				715.42 194.04	715.42 194.04
			Account Total				909.46	909.46
5102014400	O'HANLON, JOHN & MARY 110 FAIR STREET	372000 44.15- 2- 6	102 102P				405.00 136.51	405.00 136.51
			Account Total				541.51	541.51
5102014600	DIPIPO, WILLIAM & DONNA 26 DECOLORES DRIVE	372000 44.14- 1- 80	102 102P				245.23 80.28	245.23 80.28
			Account Total				325.51	325.51
5102015030	NASI, LEVY JEAN 28 DUKE DRIVE	372000 44. 0- 2- 24	102 102P				370.60 130.98	370.60 130.98
			Account Total				501.58	501.58
5102015250	DECOLA, WILLIAM 8 NORTH GATE ROAD	372000 55.19- 1- 5. 2	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102015590	MARTIN, JOSHUA & JULIE 20 PARKVIEW CIRCLE	372000 55. 0- 2- 76	102 102P				414.00 139.54	414.00 139.54
			Account Total				553.54	553.54
5102015710	LORENZO,FRANKLIN&ANTOIN 18 MAJESTIC RIDGE	372000 55. 0- 2- 88	102 102P				532.71 180.51	532.71 180.51
			Account Total				713.22	713.22
5102015980	LUPPINO, ANTONIO & KRISTA	372000	102				1,989.96	1,989.96

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			102P				478.96	478.96
	53 ARBORVIEW	55. 0- 2-115	Account Total				2,468.92	2,468.92
5102016160	HEWITT, MICHAEL & MARIA	372000	102				405.00	405.00
	41 LINDY DRIVE	55. 0- 2- 37	102P				136.51	136.51
			Account Total				541.51	541.51
5102016240	NESHEIWAT, MICHAEL	372000	102				205.50	205.50
	1 LITTLE POND LANE	55. 0- 2- 45	102P				43.16	43.16
			Account Total				248.66	248.66
5102016660	OAKES-BOCCHINO, GRACEM/	372000	102				207.00	207.00
	23 CORNISH ROAD	54. 8- 1- 12. 2	102P				43.47	43.47
			Account Total				250.47	250.47
5102016670	VALDERAMA, ANA MARIA	372000	102				451.85	451.85
	24 BELDEN ROAD	54. 8- 1- 61. 1	102P				152.87	152.87
			Account Total				604.72	604.72
5102018360	COLLINS, MICHAEL	372000	102				199.19	199.19
	3 SUNSET RIDGE ROAD	44.17- 1- 26	102P				73.30	73.30
			Account Total				272.49	272.49
5102018420	GLENEIDA PROFESSIONAL	372000	102				407.18	407.18
	91 GLENEIDA AVENUE	44.13- 2- 15	102P				115.45	115.45
			Account Total				522.63	522.63
5102018550	PETERSON, HARRY & ANN	372000	102				202.50	202.50
	3 ROGERS LANE	54. 8- 1- 51	102P				42.53	42.53
			Account Total				245.03	245.03
5102019400	OLIVAPOTENZA,JOSEPH&LAL	372000	102				183.06	183.06
	967 STONELEIGH AVENUE	55.15- 1- 8. 1	102P				38.45	38.45
			Account Total				221.51	221.51
5102019500	DINARDI, MARIO & BETTINA	372000	102				192.27	192.27
	75 KELLY ROAD	55.16- 1- 6. 0-2000	102P				40.38	40.38

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							232.65	232.65
5102019650	MELITI, FRANK	372000	102				310.78	310.78
	18 LAKE GILEAD ROAD	66.7- 1- 4	102P				105.90	105.90
Account Total							416.68	416.68
5102019790	LONG, ANTHONY & YELENA	372000	102				1,532.62	1,532.62
	4 CROSBY ROAD	55.19- 1- 13. 3	102P				102.83	102.83
Account Total							1,635.45	1,635.45
5102019800	NOBILE, THOMAS & LISA	372000	102				888.90	888.90
	2 CROSBY ROAD	55.19- 1- 13. 2	Account Total				888.90	888.90
5102020040	SPEIGHT, GREGORY&DENIS	372000	102				87.36	87.36
	9 BELDEN ROAD	54.12- 1- 1	102P				67.75	67.75
Account Total							155.11	155.11
5102020210	BUCELLO, PAUL & DENISE	372000	102				477.60	477.60
	3 WARING DRIVE	44.14- 1- 56	102P				160.27	160.27
Account Total							637.87	637.87
5102030180	MORELLO, MATTHEW & IVETT	372000	102				161.78	161.78
	62 WARING DRIVE	44.14- 1- 98	102P				33.98	33.98
Account Total							195.76	195.76
5102030220	PANCHISHAK,ROMAN & GANN	372000	102P				55.62	55.62
	34 WARING DRIVE	44.14- 1-107	Account Total				55.62	55.62
5102030230	DIMAS & JERONIMO	372000	102				405.00	405.00
	63 WARING DRIVE	44.14- 1- 95	102P				136.51	136.51
Account Total							541.51	541.51
5102031200	REDA, JOSEPH&VERONICA	372000	102				54.92	54.92
	35 LANGDON GROVE	55.14- 1-113. 0-2303	102P				11.53	11.53
Account Total							66.45	66.45
5103000060	KOTASH, NORA	372000	103				292.50	292.50
	108 SECOR ROAD	74.43- 2- 17	103P				98.61	98.61

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							391.11	391.11
510300070	DEIGAN, JAMES 212 FOREST ROAD	372000 74.34- 2- 40	103 103P				292.50 98.61	292.50 98.61
Account Total							391.11	391.11
5103000150	TRIPPODO, PAUL 226 WILLOW ROAD	372000 74.26- 2- 21	103 103P				283.36 86.84	283.36 86.84
Account Total							370.20	370.20
5103000160	TORRES, NILSA 210 ROCKLEDGE ROAD	372000 74.35- 1- 4	103 103P				292.50 98.61	292.50 98.61
Account Total							391.11	391.11
5103000200	VILLANUEVA, PEDRO 254 TOPLAND ROAD	372000 63.82- 1- 4	103 103P				292.50 98.61	292.50 98.61
Account Total							391.11	391.11
5103000270	HAWTHORNE, KEITH 153 LAKE SHORE DRIVE	372000 74.35- 1- 25	103 103P				291.60 98.29	291.60 98.29
Account Total							389.89	389.89
5103000400	CALDEN, KURTIS 20 IVY HILL ROAD	372000 74.42- 1- 44	103 103P				145.80 30.62	145.80 30.62
Account Total							176.42	176.42
5103000420	SENATORE, MICHAEL & LIND 113 CROSS HILL ROAD	372000 74.42- 1- 30	103 103P				561.04 189.33	561.04 189.33
Account Total							750.37	750.37
5103000430	CARLUCCI, KARLA 68 CIRCLE ROAD	372000 74.42- 1- 4	103 103P				292.50 98.61	292.50 98.61
Account Total							391.11	391.11
5103000480	RANERE, EDWARD & RAMON 218 ELM ROAD	372000 63.82- 1- 44	103 103P				227.89 47.86	227.89 47.86
Account Total							275.75	275.75

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5103000510	MCCORD, SUSAN & CARRIE 88 TOPLAND ROAD	372000 74.34- 1- 9	103 103P				40.86 8.59	40.86 8.59
Account Total							49.45	49.45
5103000560	BONDI, JOSEPH & MARYBET 1 FAIRWAY	372000 74.43- 1- 4	103 103P				292.50 98.61	292.50 98.61
Account Total							391.11	391.11
5103000570	PEZZULLO, VINCENT & DEBR 134 ENTRANCE WAY	372000 74.35- 1- 10	103 103P				200.76 79.34	200.76 79.34
Account Total							280.10	280.10
5103000660	GOUTREMOUT, CAROLYN 23 FAIRWAY	372000 74.43- 1- 2	103 103P				182.03 60.72	182.03 60.72
Account Total							242.75	242.75
5103000750	SALERNO, JEOFFREY D 159 LAKE SHORE DRIVE	372000 74.35- 1- 24	103 103P				585.00 197.18	585.00 197.18
Account Total							782.18	782.18
5103000770	MORRISON, MARK 125 ORCHARD ROAD	372000 74.26- 2- 1	103 103P				583.20 196.57	583.20 196.57
Account Total							779.77	779.77
5103000790	CARR, DERMOT & TRACEY 49 CIRCLE ROAD	372000 74.42- 1- 21	103 103P				78.87 16.57	78.87 16.57
Account Total							95.44	95.44
5103000810	KRETSCHMAN, ERNEST & MARI 23 CROSS HILL ROAD	372000 74.42- 1- 60	103 103P				327.08 68.69	327.08 68.69
Account Total							395.77	395.77
5103000880	KENNEDY, DAMIAN & DONNA 240 CENTER DRIVE	372000 74.34- 2- 11	103 103P				291.60 98.29	291.60 98.29
Account Total							389.89	389.89
5103001040	LACHOWIEZ, JOSEPH & LIND	372000	103				202.37	202.37

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			103P				69.08	69.08
	240 OVERLAND ROAD	74.34- 2- 31	Account Total				271.45	271.45
5103001090	DIAZ, CARMEN	372000	103				292.50	292.50
	20 TOPLAND ROAD	74.42- 1- 12	103P				98.61	98.61
			Account Total				391.11	391.11
5103001140	CAMILLIERE, GINA	372000	103				243.00	243.00
	15 FAIRWAY	74.43- 1- 3	103P				81.91	81.91
			Account Total				324.91	324.91
5103001220	MARTIN, THOMAS	372000	103				292.50	292.50
	303 OAK ROAD WEST	63.82- 1- 70	103P				98.61	98.61
			Account Total				391.11	391.11
5103001260	BOPP, EDWARD	372000	103				292.50	292.50
	150 ORCHARD ROAD	74.26- 1- 38	103P				98.61	98.61
			Account Total				391.11	391.11
5103001310	RIVERA, LUIS & JOANN	372000	103P				29.81	29.81
	252 ORCHARD ROAD	63.82- 1- 71	Account Total				29.81	29.81
5103001360	SOLOMON & RACANELLO	372000	103				246.69	246.69
	245 ORCHARD ROAD	63.82- 1- 37	103P				83.59	83.59
			Account Total				330.28	330.28
5103001390	MILIAMBRO,TIMOTHY&LAURE	372000	103				195.00	195.00
	29 FAIRWAY	74.43- 1- 1	103P				65.74	65.74
			Account Total				260.74	260.74
5103001430	FUCILE, TIMOTHY & JESSICA	372000	103				292.50	292.50
	16 CROSS HILL ROAD	74.42- 1- 67	103P				98.61	98.61
			Account Total				391.11	391.11
5103001470	RICCI, FRANCESCO & JOAN	372000	103				331.40	331.40
	204 ELM ROAD	63.82- 1- 43	103P				111.32	111.32
			Account Total				442.72	442.72

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5103001550	CHACH, GREGORY 22 CIRCLE ROAD	372000 74.42- 1- 72	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103001640	SCHWARTZ & GESSELLI 312 BROOK ROAD	372000 74.26- 1- 41	103 103P				230.17 78.17	230.17 78.17
			Account Total				308.34	308.34
5103001700	HICKEY, DANIEL & LINSEY 332 ROCKLEDGE ROAD	372000 74.34- 1- 58	103 103P				146.25 30.72	146.25 30.72
			Account Total				176.97	176.97
5103001740	DESILVA, RAEGAN 200 ORCHARD ROAD	372000 74.26- 1- 23	103 103P				101.33 21.28	101.33 21.28
			Account Total				122.61	122.61
5103001790	BILINSKI, MICHAEL 203 ORCHARD ROAD	372000 74.26- 2- 32	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103001800	BOYAR, WILLIAM 348 CENTER DRIVE	372000 74.34- 1- 46	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103001820	RANAGHAN, KEITH & RAINA 372 LAKE SHORE DRIVE	372000 63.82- 1- 50	103 103P				72.90 33.83	72.90 33.83
			Account Total				106.73	106.73
5103001840	SETTEMBRINI, JOHN C 219 OVERLAND ROAD	372000 74.34- 2- 37	103 103P				369.46 77.59	369.46 77.59
			Account Total				447.05	447.05
5103001850	NAWAB,NELLY&MEHBOO 62 TOPLAND ROAD	372000 74.34- 1- 6	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103001870	HITCHCOCK, ALBERT	372000	103				97.42	97.42

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			103P				23.58	23.58
	260 CENTER DRIVE	74.34- 2- 15	Account Total				121.00	121.00
5103001940	GUNN, FRANCIS & CHRISTIN	372000	103				292.50	292.50
	227 BROOK ROAD	74.26- 2- 14	103P				98.61	98.61
			Account Total				391.11	391.11
5103001970	SHEA, ELOISE	372000	103				573.02	573.02
	312 LAKE SHORE DRIVE	63.82- 1- 30	103P				193.27	193.27
			Account Total				766.29	766.29
5103002020	ZULUAGA, SERGIO	372000	103				292.50	292.50
	129 UNDERHILL ROAD	74.43- 1- 46	103P				98.61	98.61
			Account Total				391.11	391.11
5103002090	GRAY, BRIAN & CATHERINE	372000	103				292.50	292.50
	314 OVERLAND ROAD	74.34- 1- 27	103P				98.61	98.61
			Account Total				391.11	391.11
5103002190	ZAMORA & SANCHEZ	372000	103				542.96	542.96
	105 ORCHARD ROAD	74.34- 2- 45. 1	103P				114.03	114.03
			Account Total				656.99	656.99
5103002200	MEYER, JUSTIN & MARYELLE	372000	103				291.60	291.60
	156 ORCHARD ROAD	74.26- 1- 39	103P				98.29	98.29
			Account Total				389.89	389.89
5103002230	MORELLI, ROBERT & COLLEE	372000	103				146.25	146.25
	223 CENTER DRIVE	74.34- 2- 23	103P				69.67	69.67
			Account Total				215.92	215.92
5103002250	VUKSANAJ, MARIO	372000	103				292.50	292.50
	45 LAKE SHORE DRIVE	74.43- 2- 7	103P				98.61	98.61
			Account Total				391.11	391.11
5103002270	BIRRITELLA,JOSEPH	372000	103				291.60	291.60
	310 CENTER DRIVE	74.34- 1- 40	103P				98.29	98.29

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							389.89	389.89
5103002310	DAQUANNI, LAURA 211 LAKE SHORE DRIVE	372000 74.26- 2- 54	103 103P				291.60 98.29	291.60 98.29
Account Total							389.89	389.89
5103002350	JACOBS, DARLINDA 323 WILLOW ROAD	372000 74.26- 1- 30	103 103P				148.79 31.25	148.79 31.25
Account Total							180.04	180.04
5103002360	ZWIRZ & MCCABE 219 BROOK ROAD	372000 74.26- 2- 15	103 103P				573.02 193.27	573.02 193.27
Account Total							766.29	766.29
5103002380	REDA, CHARLES 66 ORCHARD ROAD	372000 74.34- 1- 39	103 103P				291.60 98.29	291.60 98.29
Account Total							389.89	389.89
5103002500	BAGDON, WILLIAM J. 235 LAKE SHORE DRIVE	372000 74.26- 2- 47	103 103P				197.88 67.62	197.88 67.62
Account Total							265.50	265.50
5103002600	MCLEMORE, DAVID&KATHLEE 319 BIRCH ROAD	372000 74.26- 1- 21	103 103P				60.73 12.75	60.73 12.75
Account Total							73.48	73.48
5103002690	BORRELLI, PAT & HEATHER 225 OAK ROAD WEST	372000 63.82- 1- 38	103 103P				145.64 48.89	145.64 48.89
Account Total							194.53	194.53
5103002730	TILZER, NEAL D. 315 ROCKLEDGE ROAD	372000 74.34- 1- 52	103 103P				291.60 98.29	291.60 98.29
Account Total							389.89	389.89
5103002770	KNOWLES, GARY & LISA 219 ELM ROAD	372000 63.82- 1- 47	103 103P				291.60 98.29	291.60 98.29
Account Total							389.89	389.89

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5103002860	VILLANOVA, PEDRO 254 TOPLAND ROAD	372000 63.82- 1- 4	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103002920	VANDEWATER, GRETA 40 ENTRANCE WAY	372000 74.43- 1- 16	103P				29.01	29.01
			Account Total				29.01	29.01
5103002950	MOORE, MARGARET 78 ORCHARD ROAD	372000 74.34- 1- 36	103				196.65	196.65
			Account Total				196.65	196.65
5103002960	ROSSI, JAMES 258 TOPLAND ROAD	372000 63.82- 1- 5	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103002980	NICHOLAS, CHARLES & CASSAI 191 NORTH ROAD	372000 63.82- 1- 19	103 103P				61.14 40.14	61.14 40.14
			Account Total				101.28	101.28
5103003030	IZZO, RICHARD & CORINNE 317 CENTER DRIVE	372000 74.34- 1- 35	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103003060	CARONE, ANNE 54 UNDERHILL ROAD	372000 74.43- 2- 14	103 103P				145.80 30.62	145.80 30.62
			Account Total				176.42	176.42
5103003180	PERRY, PATRICK & ORA 42 CIRCLE ROAD	372000 74.42- 1- 79	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103003190	HOBBY, CARL 334 CENTER DRIVE	372000 74.34- 1- 45	103 103P				125.42 26.34	125.42 26.34
			Account Total				151.76	151.76
5103003200	KING, JOHN & BURNELLE 78 TOPLAND ROAD	372000 74.34- 1- 8	103 103P				129.85 41.67	129.85 41.67
			Account Total				171.52	171.52

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5103003250	BROSLAW, CLAIRE (TENANT) 239 LAKE SHORE DRIVE	372000 74.26- 2- 46	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103003290	FAILLACE, CHARLES 17 TOPLAND ROAD	372000 74.42- 1- 13	103 103P				233.22 79.20	233.22 79.20
			Account Total				312.42	312.42
5103003340	BROSLAW, ERIC & CLAIRE 305 ROCKLEDGE ROAD	372000 74.34- 1- 53	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103003560	BUDHAN, DEBRA 26 TOPLAND ROAD	372000 74.34- 1- 1	103 103P				292.50 98.61	292.50 98.61
			Account Total				391.11	391.11
5103003690	REEVES, DARRYL 213 MAPLE ROAD	372000 63.82- 1- 29	103 103P				86.23 18.11	86.23 18.11
			Account Total				104.34	104.34
5103003720	ANDUJAR, MERCEDES & JESSIC 111 ORCHARD ROAD	372000 74.34- 2- 44	103				19.34	19.34
			Account Total				19.34	19.34
5103003730	GERANIOS, DEAN 89 LAKE SHORE DRIVE	372000 74.35- 1- 33	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103003760	RETTA, JOHN & SUSAN 21 CIRCLE ROAD	372000 74.42- 1- 23	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103004050	SULLIVAN, KRISTEN 181 TOPLAND ROAD	372000 74.26- 1- 28	103 103P				146.25 30.72	146.25 30.72
			Account Total				176.97	176.97
5103004130	BRENNAN, KARL 59 TOPLAND ROAD	372000 74.34- 1- 47	103 103P				120.19 40.67	120.19 40.67

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			Account Total				160.86	160.86
5103004230	NISBETH, JOANNE 242 TOPLAND ROAD	372000 63.82- 1- 2	103 103P				185.24 69.80	185.24 69.80
			Account Total				255.04	255.04
5103004240	MELITO, RONALD 323 BIRCH ROAD	372000 74.26- 1- 20	103 103P				109.77 41.62	109.77 41.62
			Account Total				151.39	151.39
5103004280	CUSUMANO, LENNY 14 ENTRANCE WAY	372000 74.43- 1- 12	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103004300	LUIS, FABRICIANA 114 UNDERHILL ROAD	372000 74.43- 1- 49	103 103P				153.69 52.74	153.69 52.74
			Account Total				206.43	206.43
5103004390	NDAO, AISSATOU 333 NORTH ROAD	372000 63.82- 1- 9	103 103P				1,257.67 733.93	1,257.67 733.93
			Account Total				1,991.60	1,991.60
5103004460	BRUJAN, BENJAMIN & GLORI 206 ORCHARD ROAD	372000 74.26- 1- 15	103 103P				80.46 16.90	80.46 16.90
			Account Total				97.36	97.36
5103004470	CARUSO, JOHN & MARY JAN 375 LAKE SHORE DRIVE	372000 63.82- 1- 21	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103004500	TRACE, ROBERT & ANNE 221 MAPLE ROAD	372000 74.26- 2- 39	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103004530	BAKER, JOHN 319 MEADOW DRIVE	372000 74.34- 1- 64	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5103004620	FERLAUTO, JOHN 55 CIRCLE DRIVE	372000 74.42- 1- 20	103 103P				145.80 30.62	145.80 30.62
			Account Total				176.42	176.42
5103004770	CORDERO, BENITO & MARISC 381 LAKE SHORE DRIVE	372000 63.82- 1- 20	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103004780	JOHNSON, BRENDON & JANE 129 LAKE SHORE DRIVE	372000 74.35- 1- 29	103 103P				254.81 71.61	254.81 71.61
			Account Total				326.42	326.42
5103004790	BAUTISTA & DIAZ 216 FOREST ROAD	372000 74.34- 2- 36. 2	103 103P				183.13 62.41	183.13 62.41
			Account Total				245.54	245.54
5103004820	MORTIMER, MARTIN 211 ROCKLEDGE ROAD	372000 74.35- 1- 7	103 103P				573.02 193.27	573.02 193.27
			Account Total				766.29	766.29
5103004910	LYNCH, DENIS & MARY ANN 42 IVY HILL ROAD	372000 74.42- 1- 47	103 103P				146.25 30.72	146.25 30.72
			Account Total				176.97	176.97
5103004990	AMIANO, ANGELO & ANNA 78 ENTRANCE WAY	372000 74.43- 1- 22	103 103P				171.13 56.74	171.13 56.74
			Account Total				227.87	227.87
5103005240	LIGHT, VICTORIA 234 FOREST ROAD	372000 74.34- 2- 43. 2	103 103P				291.60 98.29	291.60 98.29
			Account Total				389.89	389.89
5103005260	FITZSIMMONS, LISA 42 CROSS HILL ROAD	372000 74.42- 1- 70	103 103P				177.03 60.81	177.03 60.81
			Account Total				237.84	237.84
5104000040	NUNZIATA, JOHN & SUSAN	372000	104				629.99	629.99

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			104P				206.62	206.62
	189 LAKE BALDWIN DRIVE	86.39- 1- 6	Account Total				836.61	836.61
5104000120	MAXFIELD, DAVID	372000	104				276.91	276.91
	18 COUNTY LINE DRIVE	86.54- 1- 16	104P				58.15	58.15
			Account Total				335.06	335.06
5104000160	PEREZ, JOSE & ROSA	372000	104				1,029.94	1,029.94
	1 ORIOLE DRIVE	86.55- 1- 23	104P				343.70	343.70
			Account Total				1,373.64	1,373.64
5104000180	BLANCHARD, GLORIA	372000	104				932.00	932.00
	40 MAPLE DRIVE	86.47- 1- 11	104P				346.41	346.41
			Account Total				1,278.41	1,278.41
5104000190	BERISHA, SYLE	372000	104				259.56	259.56
	107 BALDWIN PLACE ROAD	86.40- 1- 13	104P				91.59	91.59
			Account Total				351.15	351.15
5104000260	MALANGONE, SYLVESTER	372000	104				675.00	675.00
	109 EAST COURT	86.47- 1- 25	104P				227.52	227.52
			Account Total				902.52	902.52
5104000270	SALWIERZ, MAREK & ALINA	372000	104				678.00	678.00
	22 BIRCH DRIVE	86.39- 1- 15	104P				228.52	228.52
			Account Total				906.52	906.52
5104000280	DUNBAR, MICHAEL & SARAH	372000	104				662.30	662.30
	7 DAISY DRIVE	86.39- 1- 54	104P				223.40	223.40
			Account Total				885.70	885.70
5104000450	ROBINSON,CHRISTOPHER&JE	372000	104				199.05	199.05
	39 MAPLE DRIVE	86.47- 1- 19	104P				41.81	41.81
			Account Total				240.86	240.86
5104000460	ARGO, THOMAS & DEBORAH	372000	104				681.22	681.22
	23 GRANDVIEW DRIVE	86.39- 1- 45	104P				229.58	229.58

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							910.80	910.80
5104000560	RIDLON, RANDALL & MICHEL 36 GRANDVIEW DRIVE	372000 86.39- 1- 40	104 104P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5104000680	CAMMARATA, PATRICIA 10 BEECH ROAD	372000 86.46- 1- 5	104 104P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5104000750	PIQUERAS, JEANNETTE 14 DAISY DRIVE	372000 86.39- 1- 39	104P				27.10	27.10
Account Total							27.10	27.10
5104000790	TIGHE, ROBERT & VANESSA 15 DAISY DRIVE	372000 86.39- 1- 56	104 104P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5104000900	RUSSELL, PAUL & NANCY 13 BIRCH DRIVE	372000 86.39- 1- 32	104 104P				117.63 24.70	117.63 24.70
Account Total							142.33	142.33
5104001020	HANSMANN, FRANK & SUSAN 21 BIRCH DRIVE	372000 86.39- 1- 34	104 104P				480.93 143.59	480.93 143.59
Account Total							624.52	624.52
5104001070	HERNANDEZ, LUIS 16 DAISY DRIVE	372000 86.39- 1- 38	104 104P				190.29 39.96	190.29 39.96
Account Total							230.25	230.25
5104001280	WALLACE, BARBARA 5 HICKORY ROAD	372000 86.48- 1- 2	104 104P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5104001310	FELLNER, JACQUELINE 30 SHORE DRIVE	372000 86.47- 1- 20	104 104P				431.25 114.39	431.25 114.39
Account Total							545.64	545.64
5104001320	MCKEON, JULIE	372000	104				84.75	84.75

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			104P				17.80	17.80
	1 MAPLE DRIVE	86.48- 1- 5	Account Total				102.55	102.55
5104001330	MURIQI, AGIM	372000	104				216.56	216.56
	5 ORIOLE DRIVE	86.55- 1- 22	104P				57.46	57.46
			Account Total				274.02	274.02
5104001380	BARKER, JOHN	372000	104				335.78	335.78
	95 BALDWIN PLACE ROAD	86.40- 1- 10	104P				114.31	114.31
			Account Total				450.09	450.09
5104001560	SKIRIANOS, MICHAEL	372000	104				678.00	678.00
	25 SPRING DRIVE	86.48- 1- 4	104P				228.52	228.52
			Account Total				906.52	906.52
5104001620	WENDLER, CHRISTOPHER	372000	104				401.44	401.44
	12 BEECH ROAD	86.46- 1- 4	104P				142.05	142.05
			Account Total				543.49	543.49
5104001660	BERNHARDT, RICHARD	372000	104				669.42	669.42
	29 KENNARD ROAD	86.14- 1- 3	104P				225.73	225.73
			Account Total				895.15	895.15
5104001670	FENNESSY, MICHAEL&SHARC	372000	104				678.00	678.00
	15 KENNARD ROAD	86.14- 1- 2	104P				228.52	228.52
			Account Total				906.52	906.52
5105000120	KELLY, JAMES & MARY ELLE	372000	105				699.00	699.00
	47 RUSTIC ROAD	75.18- 1- 15	105P				235.61	235.61
			Account Total				934.61	934.61
5105000350	BLENIS, ERNIE & YVONNE	372000	105				350.55	350.55
	25 MYRTLE AVENUE	75.18- 1- 32	105P				99.71	99.71
			Account Total				450.26	450.26
5105000360	SCAGNELLI, LOUIS	372000	105				699.00	699.00
	29 MYRTLE AVENUE	75.14- 1- 10	105P				235.61	235.61

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							934.61	934.61
5105000370	MALDONADO, RICARDO	372000	105				3.23	3.23
	33 MYRTLE AVENUE	75.14- 1- 11	105P				42.68	42.68
Account Total							45.91	45.91
5106000020	NIXON, EDWARD	372000	106				678.00	678.00
	25 TANYA LANE	65.15- 2- 3	106P				228.52	228.52
Account Total							906.52	906.52
5106000080	IBARRA, ZORAIDA	372000	106				621.67	621.67
	26 STUART ROAD	65.15- 2- 9	106P				210.08	210.08
Account Total							831.75	831.75
5106000130	MINK, WILLIAM & JOANN	372000	106				325.48	325.48
	23 STUART ROAD	65.15- 1- 74	106P				106.42	106.42
Account Total							431.90	431.90
5106000170	MAYO, DOMINIC	372000	106				487.28	487.28
	39 STUART ROAD	65.15- 1- 78	106P				142.68	142.68
Account Total							629.96	629.96
5106000190	BAIRD, JEFF & YDANIA	372000	106				297.76	297.76
	47 STUART ROAD	65.15- 1- 80	106P				111.19	111.19
Account Total							408.95	408.95
5106000270	O'BRIEN, LU ANN	372000	106				1,452.90	1,452.90
	38 TANYA LANE	65.15- 2- 22	106P				482.15	482.15
Account Total							1,935.05	1,935.05
5106000450	CARGAIN, EMERSON	372000	106				225.76	225.76
	193 DREWVILLE ROAD	65.12- 1- 2	106P				85.23	85.23
Account Total							310.99	310.99
5106000460	TURRI & MELCHERT	372000	106				151.17	151.17
	199 DREWVILLE ROAD	65.16- 1- 45	106P				31.75	31.75
Account Total							182.92	182.92

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5106000550	IDONI, JAMES & KRISTINA 181 WEBER HILL ROAD	372000 65.16- 1- 33	106 106P				695.17 242.41	695.17 242.41
			Account Total				937.58	937.58
5106000940	REILLY, JAMES & TAEKO 23 RICHARD ROAD	372000 65.16- 1- 16	106 106P				502.23 171.00	502.23 171.00
			Account Total				673.23	673.23
5106001000	SINGLETON,JOHN&PATRICIA 4 SHERYL LANE	372000 65.15- 2- 37	106 106P				678.00 228.52	678.00 228.52
			Account Total				906.52	906.52
5107000110	DIAZ, MANELIK & PRISCILLA 83 WAYACROSS ROAD	372000 74.20- 1- 49	107 107P				495.00 166.85	495.00 166.85
			Account Total				661.85	661.85
5107000140	ORITZ & SANTANIELLO 95 WAYACROSS ROAD	372000 74.20- 1- 26	107 107P				66.01 13.86	66.01 13.86
			Account Total				79.87	79.87
5107000150	DUGAN, RAYMOND & EILEEN 80 VINELAND ROAD	372000 74.20- 1- 27	107 107P				245.00 51.45	245.00 51.45
			Account Total				296.45	296.45
5107000250	DAMA, ALPHONSO & JUDY 40 WAYACROSS ROAD	372000 74.20- 1- 77	107 107P				495.00 166.85	495.00 166.85
			Account Total				661.85	661.85
5107000800	DONOVAN, JOHN & LAURA 98 WAYACROSS ROAD	372000 74.20- 1- 54	107 107P				580.56 194.85	580.56 194.85
			Account Total				775.41	775.41
5107000830	NOVICK, TED & KARIN 31 WAYACROSS ROAD	372000 74.20- 1- 16	107 107P				495.00 166.85	495.00 166.85
			Account Total				661.85	661.85
5107000870	DEDVUKAJ, PASHKO	372000	107				494.98	494.98

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			107P				166.84	166.84
	187 ARCHER ROAD	74.20- 1- 9	Account Total				661.82	661.82
5107000880	MAIS, DONOVAN	372000	107				573.31	573.31
	183 ARCHER ROAD	74.20- 1- 8	107P				192.38	192.38
			Account Total				765.69	765.69
5107000890	RUDOVIC, LAURA	372000	107				141.80	141.80
	177 ARCHER ROAD	74.20- 1- 7	Account Total				141.80	141.80
5107000920	SOTTOLANO, MICHAEL&MARI	372000	107				674.29	674.29
	87 VINELAND ROAD	74.19- 1- 67	Account Total				674.29	674.29
5107001100	SQUITIERI, MICHAEL	372000	107				256.54	256.54
	41 CONCORDIA ROAD	74.15- 1- 6	107P				83.97	83.97
			Account Total				340.51	340.51
5108000290	O'KEEFE, PATRICK&PATRICI	372000	108				455.73	455.73
	50 PUTNAM DRIVE	76. 9- 3- 16	108P				156.85	156.85
			Account Total				612.58	612.58
5108000340	MERENDA, FRANK & LISA	372000	108				787.50	787.50
	95 LAKEVIEW DRIVE	76. 9- 3- 19	108P				265.43	265.43
			Account Total				1,052.93	1,052.93
5108000440	GIORGIO, MICHAEL	372000	108				409.50	409.50
	21 HIGHRIDGE ROAD	76. 9- 3- 34	108P				108.87	108.87
			Account Total				518.37	518.37
5108000560	O'KEEFE, SEAN & ANGELA	372000	108				252.19	252.19
	11 LAKEVIEW DRIVE	76. 9- 2- 37	108P				52.96	52.96
			Account Total				305.15	305.15
5108000660	MORRETTA & STROUD	372000	108				787.50	787.50
	33 MAYFAIR LANE	76. 9- 3- 44	108P				265.43	265.43
			Account Total				1,052.93	1,052.93
5108000940	D'ANGELO,PHILIP&ROSEMARI	372000	108				379.74	379.74

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			108P				131.98	131.98
	21 OAK RIDGE DRIVE	76. 9- 2- 41	Account Total				511.72	511.72
5108000960	WALSH, DAVID & LORI	372000	108				407.05	407.05
	6 LAKEVIEW DRIVE	76.13- 2- 15	108P				85.49	85.49
			Account Total				492.54	492.54
5108000980	BURCHELL, PETER	372000	108				787.20	787.20
	6 MAPLE COURT	76. 9- 3- 60	108P				265.34	265.34
			Account Total				1,052.54	1,052.54
5108001070	CARROLL, BRENDAN & KIM	372000	108				787.50	787.50
	504 WOODLAND COURT	76.13- 2- 2	108P				265.43	265.43
			Account Total				1,052.93	1,052.93
5108001080	GOMES, JOAQUIM & MARIALD	372000	108				787.50	787.50
	10 RUSTIC LANE	76.13- 2- 7	108P				265.43	265.43
			Account Total				1,052.93	1,052.93
5108001100	EGAN, JOHN & LYNN	372000	108				376.88	376.88
	8 TANAGER ROAD	76. 6- 1- 42	108P				79.15	79.15
			Account Total				456.03	456.03
5108001130	FIELDS, ROY & THERESA	372000	108				566.81	566.81
	10 OAK RIDGE DRIVE	76. 9- 2- 45	108P				177.01	177.01
			Account Total				743.82	743.82
5108001180	CAVANNA, NATHAN & KEISH	372000	108				329.79	329.79
	12 TANAGER ROAD	76. 6- 1- 41	108P				69.26	69.26
			Account Total				399.05	399.05
5108001210	TORRES, MICHELE & ANIBAL	372000	108P				43.32	43.32
	61 TANAGER ROAD	76.10- 1- 11	Account Total				43.32	43.32
5108001220	ROBERTSON, MARK & BARBA	372000	108				787.50	787.50
	1 RUSTIC LANE	76.13- 2- 4	108P				265.43	265.43
			Account Total				1,052.93	1,052.93

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5108001330	BRUDER & DIPINTO 27 TANAGER ROAD	372000 76. 6- 1- 31	108P Account Total				16.73 16.73	16.73 16.73
5108001360	FAULKNER, KRISTIN 53 OVERHILL ROAD	372000 76. 6- 1- 46	108 108P Account Total				95.42 20.04 115.46	95.42 20.04 115.46
5108001370	BATTIPAGLIA, LORRAINE 41 TANAGER ROAD	372000 76. 6- 1- 35	108 108P Account Total				388.42 38.84 427.26	388.42 38.84 427.26
5108001630	GOLDEN, RODNEY & NICOLE 23 PRINCE LANE	372000 76.14- 1- 12	108 108P Account Total				491.23 134.21 625.44	491.23 134.21 625.44
5108001690	ZABEL, PETER & MIGDALIA 24 EMERALD LANE	372000 76.14- 2- 14	108 108P Account Total				799.09 269.22 1,068.31	799.09 269.22 1,068.31
5108001910	GEORGE, TERESA 39 GLEN RIDGE ROAD	372000 76.13- 2- 24	108 108P Account Total				304.97 114.08 419.05	304.97 114.08 419.05
5108001920	LISANTI, SALVATORE&MONIC 36 GLEN RIDGE ROAD	372000 76.13- 2- 31	108 108P Account Total				137.86 28.96 166.82	137.86 28.96 166.82
5108001990	BOYNES,KENNETH&KERRY A 6 MINERVA LANE	372000 76.13- 2- 41	108 108P Account Total				1,575.00 530.87 2,105.87	1,575.00 530.87 2,105.87
5108002010	VIGGIANO, GERALD&BARBAR 2 MINERVA LANE	372000 76.13- 2- 39	108 108P Account Total				781.23 263.36 1,044.59	781.23 263.36 1,044.59
5108002240	CAPRIGLIONE,MARIO&THERE 16 MCALPIN AVENUE	372000 76.31- 1- 9	108 108P				630.88 192.73	630.88 192.73

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							823.61	823.61
5108002340	RAMADA, FERNANDO&PATRIC	372000	108				272.46	272.46
	151 SEE AVENUE	76.30- 1- 44	108P				57.22	57.22
Account Total							329.68	329.68
5108002460	MORSE, DANIEL & SUSAN	372000	108				787.50	787.50
	28 COUNTRY LANE	76.18- 1- 27	108P				265.43	265.43
Account Total							1,052.93	1,052.93
5108002520	ORMOND, TIMOTHY	372000	108				787.50	787.50
	15 COUNTRY LANE	76.14- 1- 1	108P				265.43	265.43
Account Total							1,052.93	1,052.93
5108002590	LEONE, ANTHONY & SUSAN	372000	108				787.50	787.50
	1 GLEN RIDGE ROAD	76.14- 1- 3	108P				265.43	265.43
Account Total							1,052.93	1,052.93
5108002790	SPANO, FRANK JR.	372000	108				722.71	722.71
	51 GLEN RIDGE ROAD	76.13- 2- 27	108P				244.24	244.24
Account Total							966.95	966.95
5108002800	HILDREW, CHRISTINE	372000	108P				78.60	78.60
	5 MINERVA LANE	76.13- 2- 46						
Account Total							78.60	78.60
5108002840	FILARDI, JOHN & SHARON	372000	108				1,054.21	1,054.21
	61 PRINCE ROAD	76.14- 1- 29	108P				388.62	388.62
Account Total							1,442.83	1,442.83
5108002860	CHAN, PAUL & DANA	372000	108				791.13	791.13
	30 KINGS RIDGE ROAD	76.14- 1- 33	108P				266.09	266.09
Account Total							1,057.22	1,057.22
5108002870	CASEY, WILLIAM	372000	108				315.80	315.80
	81 OVERHILL ROAD	76.10- 1- 18	108P				96.54	96.54
Account Total							412.34	412.34
5108003200	WALLY'S SUPER SERVICE	372000	108				264.07	264.07

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Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			108P				99.73	99.73
	177 SEE AVENUE	76.22- 1- 43	Account Total				363.80	363.80
5108003290	HERNANDEZ,PEDRO&MICHEL	372000	108P				31.13	31.13
	38 TANAGER ROAD	76. 6- 1- 38	Account Total				31.13	31.13
5108003330	KEOGH, WARREN & LINA	372000	108				368.22	368.22
	421 KENNICUT HILL ROAD	76.13- 2- 35	108P				116.54	116.54
			Account Total				484.76	484.76
5108003350	HEGARTY, THOMAS & COLEE	372000	108				787.50	787.50
	59 OVERHILL ROAD	76. 6- 1- 45	108P				265.43	265.43
			Account Total				1,052.93	1,052.93
5108003430	GAGNE,BRYAN&LOUIS	372000	108				1,467.49	1,467.49
	9 RUSTIC LANE	76.13- 2- 6	108P				495.67	495.67
			Account Total				1,963.16	1,963.16
5108003510	RUSH, CHRISTOPHER	372000	108				105.36	105.36
	79 HEATHER DRIVE	76.30- 1- 37	108P				77.13	77.13
			Account Total				182.49	182.49
5108003570	UNGARO, FRANK & TERRY	372000	108				942.41	942.41
	12 EMERALD LANE	76.18- 2- 8	108P				316.12	316.12
			Account Total				1,258.53	1,258.53
5108003590	MELCHNER, BERT & KARI	372000	108				446.80	446.80
	31 HIGHRIDGE ROAD	76. 9- 3- 32	108P				153.92	153.92
			Account Total				600.72	600.72
5108003860	FISHER, DAVID & DIANE	372000	108				350.00	350.00
	22 MAYFAIR LANE	76. 9- 3- 35	108P				117.97	117.97
			Account Total				467.97	467.97
5108003910	ECONONIDES,STEVEN&MARI/	372000	108				34.67	34.67
	26 GARDEN ROAD	76. 9- 3- 46	Account Total				34.67	34.67
5108003990	XANA REALTY CORP.	372000	108				1,386.94	1,386.94

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			108P				469.31	469.31
	6 GREGORY STREET	76.22- 1- 40	Account Total				1,856.25	1,856.25
5108004500	CASEY, JAMES & JEAN	372000	108				787.20	787.20
	39 HIGHRIDGE ROAD	76. 9- 3- 31	108P				265.34	265.34
			Account Total				1,052.54	1,052.54
5109000070	CORONA & BONSAANTI	372000	109				241.44	241.44
	21 WOODLAND ROAD	75. 7- 1- 19	109P				86.28	86.28
			Account Total				327.72	327.72
5109000080	KOLLER, STEPHEN & JEANN	372000	109				742.32	742.32
	21 KIRKWOOD ROAD	75. 7- 1- 23	109P				250.21	250.21
			Account Total				992.53	992.53
5109000130	MEGNA & CORDELLI	372000	109				437.32	437.32
	69 WOODLAND ROAD	64.19- 1- 18	109P				143.11	143.11
			Account Total				580.43	580.43
5109000170	ILARDI & LARSEN	372000	109				466.63	466.63
	17 KIRKWOOD ROAD	75. 7- 1- 29	109P				155.07	155.07
			Account Total				621.70	621.70
5109000520	BRUNDRICK-TYLER, LAURIE	372000	109				129.44	129.44
	73 VISTA TERRACE	75. 7- 2- 19	109P				27.18	27.18
			Account Total				156.62	156.62
5109000610	SCHOEN, PAUL	372000	109				742.50	742.50
	25 VISTA TERRACE	75. 7- 2- 15	109P				250.27	250.27
			Account Total				992.77	992.77
5109000630	SACCO, ANTHONY & KIMBERL	372000	109				232.96	232.96
	39 WEST LAKE BOULEVARD	75. 7- 2- 45	109P				77.21	77.21
			Account Total				310.17	310.17
5109000700	FABA, NICHOLAS & DEBORA	372000	109				742.32	742.32
	27 SYCAMORE TERRACE	75. 7- 2- 53	109P				250.21	250.21

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			Account Total				992.53	992.53
5109000720	PFORZHEIMER,WILLIAM&LINC	372000	109				924.80	924.80
	80 VISTA TERRACE	75. 7- 2- 39	109P				286.10	286.10
			Account Total				1,210.90	1,210.90
5109000750	PATRONO, CONSTANCE	372000	109				742.32	742.32
	39 SYCAMORE TERRACE	75. 7- 2- 54	109P				250.21	250.21
			Account Total				992.53	992.53
5109000860	79 WEST LAKE BLVD LLC	372000	109				742.32	742.32
	79 WEST LAKE BOULEVARD	75. 7- 2- 63	109P				250.21	250.21
			Account Total				992.53	992.53
5109000910	DIFUSCO, ALFONSO	372000	109				742.50	742.50
	101 WEST LAKE BOULEVARD	75. 7- 2- 68	109P				250.27	250.27
			Account Total				992.77	992.77
5109001660	LUBINSKI, WALTER	372000	109				87.30	87.30
	112 WEST LAKE BOULEVARD	75. 7- 3- 9	109P				30.76	30.76
			Account Total				118.06	118.06
5110000190	CALVELLO, ANGELO	372000	110				588.53	588.53
	241 HILLTOP STREET	75.51- 1- 35	110P				223.65	223.65
			Account Total				812.18	812.18
5110000270	SOLIS, RONALD	372000	110				243.52	243.52
	21 MARY AVENUE	75.12- 1- 27	110P				87.40	87.40
			Account Total				330.92	330.92
5110000280	CALLE, ALBA	372000	110				787.20	787.20
	54 ELLEN AVENUE	75.51- 1- 5	110P				165.32	165.32
			Account Total				952.52	952.52
5110000420	BOGGI, DEBORAH	372000	110				787.20	787.20
	718 HILL DRIVE	75.51- 1- 20	110P				265.34	265.34
			Account Total				1,052.54	1,052.54

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
511000470	ERMO, JANA	372000	110				787.50	787.50
	58 ELLEN AVENUE	75.51- 1- 7	110P				265.43	265.43
			Account Total				1,052.93	1,052.93
511000480	FLORES, STEVEN & ANNMARI	372000	110				787.20	787.20
	29 MARY AVENUE	75.12- 1- 25	110P				78.72	78.72
			Account Total				865.92	865.92
511000620	CAHILL, MAUREEN	372000	110				30.10	30.10
	214 HILLTOP STREET	75.43- 2- 35	110P				6.32	6.32
			Account Total				36.42	36.42
511000640	BARON, LEE	372000	110				684.01	684.01
	36 CREST DRIVE	75.51- 1- 24	110P				231.55	231.55
			Account Total				915.56	915.56
511000740	COSTA, MARIO & MARIA	372000	110				175.55	175.55
	220 HILLTOP DRIVE	75.43- 2- 36	110P				36.87	36.87
			Account Total				212.42	212.42
511000880	NEALON,CHRISTOPHER & ANI	372000	110				364.93	364.93
	80 ELLEN AVENUE	75.59- 1- 15	110P					
			Account Total				364.93	364.93
511000910	DELAMERE, SIOBHAN	372000	110				1,574.40	1,574.40
	87 -91 ELLEN AVENUE	75.59- 1- 2	110P				530.65	530.65
			Account Total				2,105.05	2,105.05
511000970	FERRARO, STACEY	372000	110				134.87	134.87
	36 MARY AVENUE	75.51- 1- 1	110P				28.33	28.33
			Account Total				163.20	163.20
5110001100	SCIORTINO, NANCY	372000	110				589.90	589.90
	850 ROUTE 6N	75.43- 2- 32	110P				195.63	195.63
			Account Total				785.53	785.53
5110001140	RODRIQUEZ, MICHAEL&JANIN	372000	110				787.20	787.20
	56 ELLEN AVENUE	75.51- 1- 6	110P				265.34	265.34

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
Account Total							1,052.54	1,052.54
5112000240	SHKRELI, ANTON 22 ALONA DRIVE	372000 74. 8- 1- 36	112 112P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5112000290	BENTIVEGNA,JOSEPH&MARG 44 ALONA DRIVE	372000 63.20- 1- 39	112 112P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5112000400	MCDONALD, JOAN M. 6 DANIELLA COURT	372000 74. 8- 1- 40	112P				37.13	37.13
Account Total							37.13	37.13
5112000410	KOWALCZYK, SZYMON 3 EMILY LANE	372000 63.20- 1- 8	112 112P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5112000420	GRUNDMAN, ANDREW 11 EMILY LANE	372000 63.20- 1- 9	112 112P				128.54 26.99	128.54 26.99
Account Total							155.53	155.53
5112000460	COTE, BRIAN 55 EMILY LANE	372000 63.20- 1- 13	112 112P				622.52 211.43	622.52 211.43
Account Total							833.95	833.95
5112000740	KEENEY, JOHN & CHRISTINA 34 TOMMY COURT	372000 63.20- 1- 25	112 112P				324.48 68.14	324.48 68.14
Account Total							392.62	392.62
5112000760	THOMPSON, LYNVAL & ALTHE 20 TOMMY COURT	372000 63.20- 1- 27	112 112P				678.00 228.52	678.00 228.52
Account Total							906.52	906.52
5112000810	JEON, KISEOK 22 EMILY LANE	372000 63.20- 1- 32	112 112P				2,575.84 540.94	2,575.84 540.94
Account Total							3,116.78	3,116.78
5112000880	BRAUER, OLAF & CHRISTINE	372000	112				680.09	680.09

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			112P				142.82	142.82
	34 JENNIFER LANE	64.13- 1- 81	Account Total				822.91	822.91
5112000890	CHOUSA, ANTONIO & ANGEL	372000	112P				37.13	37.13
	42 JENNIFER LANE	64.17- 1- 82	Account Total				37.13	37.13
5112000930	RIEFENHAUSER,CHARLES&M.	372000	112				678.00	678.00
	72 JENNIFER LANE	64.17- 1- 86	112P				228.52	228.52
			Account Total				906.52	906.52
5112001050	GANGI, GARY & MARIA	372000	112				339.00	339.00
	236 AGOR LANE	63.16- 1- 72	112P				71.19	71.19
			Account Total				410.19	410.19
5112001070	MARCHIONNI,ANDREW&CATH	372000	112				1,328.42	1,328.42
	220 AGOR LANE	63.20- 1- 50	112P				441.39	441.39
			Account Total				1,769.81	1,769.81
5113000650	CASINO, JACQUELINE	372000	113				458.53	458.53
	7 MUSCOOT ROAD SOUTH	75.73- 1- 1	113P				96.29	96.29
			Account Total				554.82	554.82
5113000670	GORDON, MARILYN	372000	113				348.76	348.76
	1 MUSCOOT ROAD WEST	75.73- 1- 3	113P				117.55	117.55
			Account Total				466.31	466.31
5113000780	SACCAVINO, JEANETTE	372000	113				697.50	697.50
	3 WEST BRANCH ROAD	75.73- 1- 14	113P				188.68	188.68
			Account Total				886.18	886.18
5113000800	SEGRAVE, TURLOUGH & GIN	372000	113				358.84	358.84
	17 WEST BRANCH ROAD	75.73- 1- 16	113P				120.46	120.46
			Account Total				479.30	479.30
5113000830	RESTIVO, ANTONIO	372000	113				347.38	347.38
	2 WEST BRANCH ROAD	75.73- 1- 19	113P				117.26	117.26
			Account Total				464.64	464.64

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5113000940	PEPAJ, PAUL & VICTORIA 16 MIDDLE BRANCH ROAD	372000 75.74- 1- 11	113 113P				365.24 76.70	365.24 76.70
			Account Total				441.94	441.94
5113001020	GARDINEER,CHESTER&CHRIS 27 RYAN COURT	372000 75.19- 1- 15	113 113P				732.50 209.99	732.50 209.99
			Account Total				942.49	942.49
5114000200	GREEN EMPIRE CLEANERS LI 48 HAMLIN ROAD	372000 64.18- 1- 17	114 114P				2,410.46 882.33	2,410.46 882.33
			Account Total				3,292.79	3,292.79
5114000240	MAZZOCUT, GARY & DEBBIE 1 SCOTT ROAD	372000 64.18- 1- 25	114 114P				34.96 7.35	34.96 7.35
			Account Total				42.31	42.31
5114000280	FALCO, RAYMOND 21 SCOTT ROAD	372000 64.18- 1- 29	114 114P				585.00 197.18	585.00 197.18
			Account Total				782.18	782.18
5114000330	COPELAND, KENNETH & LISA 22 SCOTT ROAD	372000 64.18- 1- 34	114 114P				620.12 208.79	620.12 208.79
			Account Total				828.91	828.91
5114000440	JACKSON & LUPINACCI 115 RED MILLS ROAD	372000 75. 5- 1- 52	114 114P				585.00 197.18	585.00 197.18
			Account Total				782.18	782.18
5114000600	MUSOLLINO, RALPH&SIOBHA 122 RED MILLS ROAD	372000 75. 6- 1- 17	114 114P				585.00 197.18	585.00 197.18
			Account Total				782.18	782.18
5114000720	SAVO, CLAUDIO & YVETTE 56 RED MILLS ROAD	372000 75. 6- 1- 29	114 114P				260.96 91.98	260.96 91.98
			Account Total				352.94	352.94
5114000750	LUONGO, RICHARD & SANDR	372000	114P				32.18	32.18

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			Account Total				32.18	32.18
511400760	9 HAMLIN ROAD MANGIONE, CARMELO&MARY	75. 6- 1- 32 372000	114				585.00	585.00
	11 HAMLIN ROAD	75. 6- 1- 33	114P				197.18	197.18
			Account Total				782.18	782.18
511400780	BROWN, JAMES & DAWN	372000	114				585.00	585.00
	21 HAMLIN ROAD	75. 6- 1- 35	114P				197.18	197.18
			Account Total				782.18	782.18
511400930	DECOLA & JACKEL	372000	114				501.13	501.13
	24 RED MILLS ROAD	75. 6- 1- 50	114P				169.73	169.73
			Account Total				670.86	670.86
5114001060	ZEGARELLI, FRANCA	372000	114				585.00	585.00
	71 RED MILLS ROAD	75. 6- 1- 64	114P				197.18	197.18
			Account Total				782.18	782.18
5114001110	CHASTANG, JEAN CLAUDE	372000	114				561.16	561.16
	13 HATFIELD ROAD	64.13- 1- 40	114P				189.38	189.38
			Account Total				750.54	750.54
5114001180	PATIPPE, BERTIN & IRENE	372000	114				561.04	561.04
	45 HATFIELD ROAD	64.13- 1- 47	114P				189.33	189.33
			Account Total				750.37	750.37
5114001200	TELESCO, REGINA	372000	114				585.00	585.00
	55 HATFIELD ROAD	64.13- 1- 49	114P				197.18	197.18
			Account Total				782.18	782.18
5114001300	LONG, WILLIAM & KATHRYN	372000	114				522.90	522.90
	31 MANDY LANE	64.13- 1- 59	114P				176.85	176.85
			Account Total				699.75	699.75
5114001400	CUCUZZA, CAROL	372000	114				145.00	145.00
	138 MACGREGOR DRIVE	64.13- 1- 69	114P				60.74	60.74

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
						Account Total	205.74	205.74
5114001550	MURTAGH & ALIBRANDI	372000	114				302.41	302.41
	194 MACGREGOR DRIVE	64.14- 1- 6	114P				104.69	104.69
						Account Total	407.10	407.10
5122001020	SPRINGSIDE COMMONS	372000	122				78.19	78.19
	102 ALEXANDRA COURT	66.15- 1- 16. 0-102	122P				16.42	16.42
						Account Total	94.61	94.61
5122001080	SPRINGSIDE COMMONS	372000	122				107.77	107.77
	201 ALEXANDRA COURT	66.15- 1- 16. 0-201	122P				22.64	22.64
						Account Total	130.41	130.41
5122001090	SPRINGSIDE COMMONS	372000	122				71.37	71.37
	202 ALEXANDRA COURT	66.15- 1- 16. 0-202	122P				14.99	14.99
						Account Total	86.36	86.36
5122001100	SPRINGSIDE COMMONS	372000	122				123.96	123.96
	203 ALEXANDRA COURT	66.15- 1- 16. 0-203	122P				26.04	26.04
						Account Total	150.00	150.00
5122001170	SPRINGSIDE COMMONS	372000	122				202.50	202.50
	303 ALEXANDRA COURT	66.15- 1- 16. 0-303	122P				42.53	42.53
						Account Total	245.03	245.03
5122001180	SPRINGSIDE COMMONS	372000	122				202.50	202.50
	304 ALEXANDRA COURT	66.15- 1- 16. 0-304	122P				42.53	42.53
						Account Total	245.03	245.03
5122001190	SPRINGSIDE COMMONS	372000	122				202.50	202.50
	305 ALEXANDRA COURT	66.15- 1- 16. 0-305	122P				42.53	42.53
						Account Total	245.03	245.03
5122001200	SPRINGSIDE COMMONS	372000	122				202.50	202.50
	306 ALEXANDRA COURT	66.15- 1- 16. 0-306	122P				42.53	42.53
						Account Total	245.03	245.03

TOWN OF CARMEL

Relevy Report

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
5122001210	SPRINGSIDE COMMONS	372000	122				202.50	202.50
	307 ALEXANDRA COURT	66.15- 1- 16. 0- 307	122P				42.53	42.53
Account Total							245.03	245.03
5122001220	SPRINGSIDE COMMONS	372000	122				202.50	202.50
	308 ALEXANDRA COURT	66.15- 1- 16. 0- 308	122P				42.53	42.53
Account Total							245.03	245.03

TOWN OF CARMEL**Relevy Report**

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			101				4,717.94	4,717.94
			101P				371.54	371.54
			102	221.01			79,397.35	79,618.36
			102P	22.10			23,673.42	23,695.52
			103				24,516.76	24,516.76
			103P				8,213.94	8,213.94
			104				13,020.02	13,020.02
			104P				4,275.51	4,275.51
			105				1,751.78	1,751.78
			105P				613.61	613.61
			106				6,115.42	6,115.42
			106P				2,039.95	2,039.95
			107				4,517.49	4,517.49
			107P				1,203.90	1,203.90
			108				25,565.96	25,565.96
			108P				8,442.31	8,442.31
			109				6,974.17	6,974.17
			109P				2,307.09	2,307.09
			110				8,322.11	8,322.11
			110P				2,380.55	2,380.55
			112				9,388.89	9,388.89
			112P				2,719.76	2,719.76
			113				3,308.75	3,308.75
			113P				926.93	926.93
			114				10,015.14	10,015.14
			114P				3,493.61	3,493.61
			122				1,596.29	1,596.29

TOWN OF CARMEL

Relevy Report

Year: 2016 Seq: 51

Account No	Owner Name Location	District ID	Purpose	Current	Delinquent 30 Days	Delinquent 60 Days	Delinquent 90 Days	Total Amount
			122P				335.27	335.27
			302			200.00		200.00
			302P			42.00		42.00
			Grand Total:	243.11		242.00	260,205.46	260,690.57

TOWN OF CARMEL

Aging Report

Purpose Table:

Parcel Table:

Purpose/Ext	Description	Credit	CURRENT	30 DAYS	60 DAYS	90+ DAYS	Total
CAP SW2	OOD CAP FEES SW2	0.00	0.00	0.00	45.35	0.00	45.35
CAP SW4	OOD CAP FEES SW4	0.00	0.00	0.00	505.00	0.00	505.00
CAP W3	OOD CAP FEES WD3	0.00	0.00	0.00	95.03	0.00	95.03
CAP W4	OOD CAP FEES WD4	0.00	0.00	0.00	745.92	0.00	745.92
CAP W8	OOD CAP FEES WD8	0.00	0.00	0.00	1,190.00	0.00	1,190.00
SPE 22	OOD SPE FEES 622	0.00	0.00	0.00	3,000.00	0.00	3,000.00
SPE 878	OOD SPE FEES 878	0.00	0.00	0.00	5,527.50	0.00	5,527.50
USE SW2	OOD USE FEES SW2	0.00	0.00	0.00	713.79	0.00	713.79
USE SW4	OOD USE FEES SW 4	0.00	0.00	0.00	1,394.03	0.00	1,394.03
GRAND TOTAL:		0.00	0.00	0.00	13,216.62	0.00	<u>13,216.62</u>

Summ Code	Description	Credit	CURRENT	30 DAYS	60 DAYS	90+ DAYS	Total
52	OOD W/S	0.00	0.00	0.00	13,216.62	0.00	13,216.62
GRAND TOTAL:		0.00	0.00	0.00	13,216.62	0.00	<u>13,216.62</u>

Michael Cazzari
Chief of Police

TOWN OF CARMEL
POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

November 21, 2016

Kenneth Schmitt, Town Supervisor
and Carmel Town Board
Town Hall
Town of Carmel
60 McAlpin Ave
Mahopac, New York 10541

Ref: Rejection of 2017 Uniform Bid

Members of the Town Board,

I hereby request the Town Board reject the Purchase of Police Uniforms bid and authorize the Town Clerk to re-bid for the purchase of police uniforms in the fiscal year 2017. There were no qualified bids received by the Town Clerk prior to the date of our bid opening. Specifically, New England Uniforms bid was completed but never received by the Clerk's office. The only bid we received was from Galls Quartermaster and they maintain a retail store that is beyond the 35 mile radius required in our bids. See attached letter from Galls sales team leader.

Please re-authorize the Town Clerk to have the bid notices mailed and published.

Respectfully,



Michael Cazzari
Police Chief



Galls | Quartermaster
1340 Russell Cave Road
Lexington, KY 40505
859-266-7227

November 14, 2016

Attn: Ann Spofford, Town Clerk
Town of Carmel
Town Hall
60 McAlpin Ave
Mahopac, NY 10541

Bid: Purchase of Police Uniforms for Calendar Year 2017

Dear Ann Spofford,

Galls, LLC will take exception to the following terms from page 4, section 1 of the Bid solicitation.

Instructions to bidders:

1. The bidder must maintain a showroom within a ~~thirty-five (35)~~ mile radius of the Town of Carmel.

Galls, LLC maintains a retail store located in Middletown, NY, approximately 53 miles from the Town of Carmel.

Galls/Rosens
670 Route 211 East
Middletown NY 10941

Please let us know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "R. Smith". The signature is written in a cursive, flowing style.

Robert Smith
Sales Team Leader

Goosetown has proposed testing our existing communications infrastructure and replacing any deficiencies. Their proposal suggests integrating wireless microphones in our patrol vehicles that would transmit and receive radio communications utilizing the mobile radio in the patrol cars. These microphones are reported to have a range of 300 meters from the mobile unit.

New York Communications has proposed completely replacing our existing communications wiring infrastructure, in addition to moving our main radio antenna to a higher location.

Both Goosetown and NYCOMCO do yearly maintenance and inspections of the radio equipment to ensure efficient operation.

We have been replacing our aging infrastructure slowly over the past several years. The expenditures for additional repairs, replacement of antennas, wiring and equipment have been as follows:
2010 - \$825, 2011 - \$776, 2012 - \$2,250, 2013 - \$2,250 and 2015- \$3,365.

These patchwork repairs have not been covered in our lease agreement with Metrocom. New York Communications is including the full replacement and any subsequent repairs to our infrastructure in their pricing.

Upon a detailed review of the proposals, meetings with the vendor representatives and careful consideration of the fiduciary and safety needs of the community, I am respectfully requesting that the Town Board accept the proposal submitted by New York Communications for the two-way radio communication replacement and installation of the new radio system in the amount not to exceed \$3,914 per month. New York Communications is currently the vendor for the Putnam County Sheriff, Putnam 911 Center and the Town of Kent Police Department.

Michael Cazzari
Chief of Police

TOWN OF CARMEL
POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

MEMORANDUM

To: All Personnel

From: Chief Michael Cazzari 

Date: January 26, 2016

Ref: Accepting Bid Proposal for Police Uniform Dry Cleaning Contract - 2016

Attached are the bid proposals for the dry cleaning and alterations of police uniforms.

Sal's Dry Cleaning, 141 Route 6, Mahopac Village Center, Mahopac, NY 10541, is the lowest price bidder for cleaning of the uniforms at \$3.00 per unit.

I am recommending that the Town Board award the bid to Sal's Dry Cleaning for the calendar year 2017.

Thanks
MC

Ann Spofford
Town Clerk
Town of Carmel

Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Telephone: 845.628.1500
Fax: 845.628.7434

MEMORANDUM

To: Michael Cazzari, Police Chief

From: Ann Spofford, Town Clerk

Date: November 15, 2016

Re: Bid Opening for Purchase of Police Uniforms and Dry Cleaning of Police Uniforms for Calendar Year 2017

The above referenced bid opening was held today. I have attached herewith, a copy of the bid opening results and copies of all bids received. Original bids are on file in the office of the Town Clerk.

cc: G. Folchetti, Town Counsel

BID OPENING RESULTS
PURCHASE OF POLICE DEPARTMENT UNIFORMS
DRY CLEANING OF POLICE UNIFORMS
NOVEMBER 15, 2016

A bid opening was held in Meeting Room 1 at the Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York on the 15th day of November 2016, at 11:00 a.m. by Ann Spofford, Town Clerk and witnessed by Phyllis Bourges, Deputy Town Clerk. With no bidders present, reading of the following legal notice was waived.

LEGAL NOTICE

**LEGAL NOTICE
 ADVERTISEMENT
 FOR BID**

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the Town Clerk of the Town of Carmel, Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 until 11:00 a.m. on Tuesday, the 15th day of November, 2016, at which time all bids will be opened, publicly read and recorded by the Town Clerk, not less than five (5) days subsequent to publication of this notice in the official newspaper of the Town of Carmel for the following:

1. PURCHASE OF POLICE UNIFORMS FOR CALENDAR YEAR 2017
2. DRY CLEANING OF POLICE UNIFORMS FOR CALENDAR YEAR 2017

Specifications may be obtained at the office of the Town Clerk, at the above address, between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

All bidders must comply with Section 103-a and 103-d of the General Municipal Law relating to non-collusive bidding and waiver against criminal prosecution.

Bid envelopes shall be marked "Bid" plus item bid. Bid must be submitted on Town of Carmel bid form. The Town Board of the Town of Carmel reserves the right to reject any and all bids and abandon the proposal or may reject all bids and re-advertise for new bids at a future date.

By Order of
 the Town Board
 of the Town of Carmel
 Ann Spofford, Town Clerk

All bids received were opened, publicly read and recorded as follows:

Purchase of Police Uniforms

<u>Bidder Name</u>	<u>Address</u>
1. Galls, LLC	1340 Russell Cave Road Lexington, KY 40505
Flying Cross Gore-Tex Public Safety Jacket	175.00
Flying Cross Single Breasted Dress Coat	235.00
Cap (summer) 8 point	48.00
Cap(winter) 8 point	40.00
Rain Coat	250.00
Shirt (summer) Flying Cross Short Sleeve	50.00
Shirt (winter) Flying Cross Long Sleeve	60.00
Pants Flying Cross Wool Blend	85.00

Purchase of Police Uniforms (Continued)

The bid was accompanied with a signed non-collusive bidding certification. Specifications were sent to seven (7) potential bidders.

Dry Cleaning of Police Uniforms

	<u>Bidder Name & Address</u>	<u>Cleaning Price</u>	<u>Alteration Price</u>
1.	Sal's Dry Cleaning Mahopac Village Center 141 Route 6 Mahopac, NY 10541	\$3.00	\$12.00
2.	Touch of Class Dry Cleaners, Inc. a/k/a/Carmel Cleaner 1862 Route 6 - Putnam Plaza Carmel, NY 10512	\$3.50	\$10.00

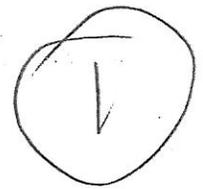
Bids were accompanied with signed non-collusive bidding certifications. Specifications were sent to nine (9) potential bidders.

Respectfully submitted,

Ann Spofford

Ann Spofford, Town Clerk

2017



BID SPECIFICATIONS FOR UNIFORM CLEANING BID

The one unit * price is for the dry cleaning of the following articles comprising a police uniform and a civilian suit.

* One unit shall consist of EITHER a shirt, OR a (1) pair of pants, OR a jacket, OR a tie, OR a skirt, OR a sweater, OR a uniform hat.

The bid includes the replacing of missing buttons; said missing buttons and necessary stitching thread must match the originally placed button(s) and stitching thread. The price for alterations of pants is for one pair (two legs).

Billing invoices must be submitted monthly.

The business must be located in the Town of Carmel, and must be open at least five (5) days a week from 8 am to 5 pm for pick up and drop off.

=====

BID FORM

My one (1) unit bid is three dollars \$ 3.00
(written form)

My bid for pants alteration is twelve dollars \$ 12.-
(Lengthen/shorten legs) (written form)

Legal name of bidder: _____

A/k/a (if applicable): _____

Address: _____
Sal's Dry Cleaning
Mahopac Village Center
141 Route 6
Mahopac, NY 10541
(845) 621-2860

Telephone # () _____

Print Representative's name: Ninnie Pasquella
Ninnie Pasquella
(Representative's signature)

Date: 11/2, 2016

2017

2

BID SPECIFICATIONS FOR UNIFORM CLEANING BID

The one unit * price is for the dry cleaning of the following articles comprising a police uniform and a civilian suit.

* One unit shall consist of EITHER a shirt, OR a (1) pair of pants, OR a jacket, OR a tie, OR a skirt, OR a sweater, OR a uniform hat.

The bid includes the replacing of missing buttons; said missing buttons and necessary stitching thread must match the originally placed button(s) and stitching thread. The price for alterations of pants is for one pair (two legs).

Billing invoices must be submitted monthly.

The business must be located in the Town of Carmel, and must be open at least five (5) days a week from 8 am to 5 pm for pick up and drop off.

=====

BID FORM

My one (1) unit bid is Three dollars and fifty cents \$ 3.50
(written form)

My bid for pants alteration is Ten dollars \$ 10.00
(Lengthen/shorten legs) (written form)

Legal name of bidder: Touch of Class Drycleaners, Inc.

A/k/a (if applicable): Carmel Drycleaners

Address: 1862 Rt. 6 Putnam Plaza Carmel NY 10512

Telephone # (845) 225-3282

Print Representative's name: Steve Choi

Steve Choi
(Representative's signature)

Date: Nov. 14, 2016

TOWN OF CARMEL HIGHWAY DEPARTMENT

MS

11/21/16 Request

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways
845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

MEMORANDUM

TO: Supervisor Ken Schmitt - Town Board
FROM: Michael Simone - Highway Superintendent
DATE: September 13, 2016 - Did ^{Error} NOT send
RE: Highway Request - Purchase of Bulk Road Salt Winter of 2016/2017

Attached you will find the NYS OGS ROAD SALT BID Contract #PC67022, AWARD #22955 Revision August 18, 2016 ~ Contract Period, September 1, 2015 to August 31, 2017.

Please review for approval of Highway purchases in the winter of 2016/2017.

NOTE: \$84.16 per ton is the contract price for Putnam County - the same as last year.

cc MaryAnn Maxwell - Comptroller

Chrono Book



MS/Sen



Contract Award Notification

Title	: Group 01800 – ROAD SALT, TREATED SALT, & EMERGENCY STANDBY ROAD SALT (STATEWIDE) Classification Code(s): 12
Award Number	: <u>22955</u> (Partially Replaces Award 22843)
Contract Period	: September 1, 2015 – August 31, 2017
Bid Opening Date	: July 16, 2015
Date of Issue	: September 3, 2015 (Revised August 18, 2016)
Specification Reference:	As Incorporated In The Invitation for Bids
Contractor Information:	Appears on Page 5 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Bailey Baleno	OGS Procurement Services - Customer Services	
Title	: Contract Management Specialist	Phone	: 518-474-6717
Phone	: 518-473-1614	Fax	: 518-474-2437
Fax	: 518-486-6867	E-mail	: customer.services@ogs.ny.gov
E-mail	: Bailey.Baleno@ogs.ny.gov		

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

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2. These are filed requirement contracts which require the Contract User to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for Solar Salt. Automatic price increases become effective once deliveries exceed 120% of the Contract User's filed requirement.

11/21/16
~~9/13/16~~ To Town Board for approved
cc Comptroller



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SECTION 1: INTRODUCTION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

See page 6 to place order.

See page 7 for emergency ordering.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT INFO</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC67019	AMERICAN ROCK SALT CO., LLC. P.O. Box 190 5520 Rt. 63 Mount Morris, NY 14510	Jamie McClain 585-991-6817 Fax No. 585-991-6917 E-mail: Jamie.McClain@americanrocksalt.com Website: www.americanrocksalt.com	161516458 1000008297
PC67020 SB	ATLANTIC SALT, INC. 134 Middle Street Suite 210 Lowell, MA 01852	Jason Archambault 978-453-4911 Fax No. 978-251-8244 E-mail: jarchambault@easternsalt.com	132914699 1000026327
PC67021	CARGILL INCORPORATED D/B/A Cargill Incorporated Deicing Technology Business Unit 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	Pamela Burcewicz 800-600-7258 Fax No. 440-716-0763 E-mail: Pamela_Burcewicz@cargill.com Website: www.cargilldeicing.com	410177680 1000048669
PC67022	MORTON SALT, INC. 123 North Wacker Drive Chicago, IL 60606-1743	Bid Analyst Na-Tia Douglas 312-807-2384 Fax No. 312-807-2669 E-mail: ndouglas@mortonsalt.com Website: www.mortonsalt.com Director, U.S. Gvt. Bulk Deicing Sales and Marketing Anthony Patton 312-807-2496	273146174 1100010394

PERSON(S) TO CONTACT FOR PLACING NEW YORK STATE CONTRACT ORDERS:

<u>Company</u>	<u>Contact Name</u>	<u>Contact Information</u>
American Rock Salt Co., LLC. Customer Service PO Box 190 5520 Rt. 63 Mt. Morris, NY 14510		888-762-7258 Fax: 585-243-7676 E-mail: customerservice@ameircanrocksalt.com Hours: Monday-Friday – 7:30 am to 4:30 pm Dec. 1 – April 1: 7:00 am to 4:30 pm Saturday and Sunday when needed
Atlantic Salt, Inc. 561 Richmond Terr. Staten Island, NY 10301	Diana Banjany	718-816-7200 Fax: 718-981-8420 E-mail: saltlady@atlanticsalt.com Hours: Monday-Friday – 7:00 am to 4:00 pm Saturday and Sunday 7:00 am-3:00 pm as needed
Cargill Incorporated D/B/A Cargill Incorporated Deicing Technology, Business Unit 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	Customer Service	800-600-7258 Fax: 440-716-0763 Hours: Monday-Friday – 7:00 am to 5:00 pm Weekends & Holidays as needed
Morton Salt Inc. 123 North Wacker Drive Chicago, IL 60606-1743	Ordering Information: Oakbrook Center of Excellence	855-665-4540 Fax: 630-861-2735 E-mail: buyroadsalt@mortonsalt.com Hours: Monday-Friday – 8:30 am to 5:00 pm
	Customer Svce. Mgr. Michelle Staunton	630-861-2722 E-mail: mstaunton@mortonsalt.com
	Delivery Information Customer Svce. Transportation Erica Gonzalez	312-807-2313 E-mail: egonzalez@mortonsalt.com
	Manager, Stockpile Operations Linda Hetz	312-807-3353 E-mail: lhetz@windsorsalt.com

PERSON(S) TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURRING AFTER BUSINESS HOURS OR ON WEEKENDS/HOLIDAYS:

<u>Company</u>	<u>Contact Name</u>	<u>Contact Information</u>
American Rock Salt Co., LLC.	Customer Service or Jamie McClain	888-762-7258 or 585-261-7734 Jamie's Cellular: 585-519-5247 E-mail: jamie.mcclain@americanrocksalt.com
Atlantic Salt, Inc.	Jason Archambault	978-453-4911 or 978-375-6979 E-mail: jarchambault@easternsalt.com
Cargill Incorporated D/B/A Cargill Incorporated Deicing Technology Business Unit	Pamela Burcewicz	800-600-7258* pamela_burcewicz@cargill.com *After-hours calls will be given an option to leave a message or be forwarded to an after-hour cell phone
Morton Salt, Inc.	Michelle Staunton	855-665-4540 or 630-805-3169 E-mail: buyroadsalt@mortonsalt.com

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See Appendix B, Contract Invoicing.)

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

1.2 Overview and Scope

These contracts provide a procurement mechanism for State and eligible non-State entities to purchase bulk Road Salt (Rock & Solar), Treated Salt (Types 1 & 2), and Emergency Standby Road Salt (Rock & Solar) for delivery to various locations in New York State. This Award includes four (4) Lots as follows:

Lot	Salt Type	Number of Awardees
I	Road Salt (Rock & Solar)	One per County
II	Treated Salt – Type 1	One per County
III	Treated Salt – Type 2	One per County
IV	Emergency Standby Road Salt (Rock & Solar)	Multiple per County

State and eligible non-state agencies may participate on a filed requirement basis (estimated quantities).

This Contract Award Notification outlines the terms and conditions, and all applicable information related to Contractor and User participation. All parties involved are strongly urged to become familiar with their rights and responsibilities, as outlined in this document.

1.3 Small, Minority- and Women-Owned Businesses

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

1.4 Recycled, Remanufactured and Energy Efficient Products

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

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

1.5 Note to All Non-State Agencies and Bidders

All such participating non-State agencies and Contractors understand, acknowledge and agree that the primary responsibility in regard to performance of the contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating Non-State agencies and Contractors and not by the State. In the event of a failure or breach in performance of any such contract by a non-State agency or Contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating Non-State agencies and Contractors guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State centralized contract.

1.6 Debriefing

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

SECTION 2: CONTRACT ADMINISTRATION

2.1 Contract Amendment Process

During the term of the Contract, the Contract may be amended by the mutual agreement of the parties.

2.2 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Contract Administrator shall be set forth in Attachment 2 – *General Questions*. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

SECTION 3: TERMS AND CONDITIONS

3.1 Appendix A

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

3.2 Appendix B

Appendix B, *Office of General Services General Specifications*, dated April 2016, attached hereto, is hereby expressly made a part of this Contract Award Notification as fully as if set forth at length herein and shall govern any situations not covered by this document or Appendix A.

3.3 Contract Term

The Contract(s) shall be in effect from September 1, 2016 through August 31, 2017.

3.4 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 (3) additional one (1) year periods.

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 (1) 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 [1] month extension), pricing, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim.

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

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 Disparity Study 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 ("MWBE") and the employment of minority group members and women in the performance of New York State contracts.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to a solicitation, the Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - *Equal Employment Opportunities for Minorities and Women*. The Contractor is required to ensure that it 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, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

3.6 Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBEs)

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("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. OGS reasonably believes the value of this Contract Extension Agreement is in excess of \$25,000.
- 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 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-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section 4, clause VII of this Contract Extension Agreement or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) during the term of this Contract Extension Agreement in the following counties: Albany, Allegany, Bronx, Chautauqua, Columbia, Dutchess, Erie, Genesee, Greene, Herkimer, Kings (Brooklyn), Monroe, Nassau, Niagara, Onondaga, Orange, Orleans, Queens, Rensselaer, Rockland, Saratoga, Schenectady, Seneca, Suffolk, Sullivan, Ulster, Warren, Wayne and Wyoming. The total Contract Extension Agreement goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract Extension Agreement.
- B. For purposes of providing meaningful participation by MWBEs during the extended term of this Contract, and achieving the goals established for this Contract Extension in Section 4(II-A) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office of Minority- and Women Owned Businesses and Community Relations. 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. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract Extension Agreement (see clause V below).

III. MWBE Utilization Plan

- A. Contractor certifies that it has submitted a completed MWBE Utilization Plan on Form MWBE 100 with the signed Contract Extension Agreement, and will follow such Plan for the performance of MWBEs on the Contract Extension Agreement pursuant to the prescribed MWBE goals set forth in clause II-A of this Section. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the extended portion of the State Contract, a description of the Contract scope of work the Contractor intends the MWBE to perform to meet the goals on the extended State Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of the extended State Contract that the Contractor intends to be performed by a MWBE. Any modifications or changes to the agreed participation by MWBEs after the Contract Extension is approved and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- B. Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future Bids, and/or withholding of payments.
- C. OGS will review the submitted MWBE Utilization Plan and advise the Contractor of OGS' acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Contractor and direct the Contractor to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for denial of the Contract Extension.
- E. OGS may disqualify a Contractor from a Contract Extension on the grounds of being non-responsive under the following circumstances:
 1. If a Contractor fails to submit a MWBE Utilization Plan;
 2. If a Contractor fails to submit a written remedy to a notice of deficiency;

3. If a Contractor fails to submit a request for waiver; or
 4. If OGS determines that the Contractor has failed to document good faith efforts.
- F. Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract Extension Agreement. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

IV. Request for Waiver

- A. If the Contractor, after making good faith efforts, as set forth in clause V below, is unable to comply with MWBE goals, the Contractor may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation, at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses III(C)-(E) above will apply.
- B. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract Extension Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract Extension Agreement to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract Extension Agreement.
- C. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.

V. Required Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract Extension Agreement. Evidence of required 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 Extension Agreement. 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.
- 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 the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract Extension Agreement.
- E. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract Extension Agreement.
- F. Other information deemed relevant to the request.

VI. Monthly MWBE Contractor Compliance Report

- A. Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract Extension Agreement for the preceding month's activity, documenting progress made towards achievement of the Contract Extension Agreement MWBE goals. OGS requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is

a New York State-based system that all State Agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

- B. When a Contractor receives a payment from a State Agency Authorized User following a purchase from an OGS Procurement Services contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an e-mail or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "Introduction to the System for Vendors" and "Contract Compliance Reporting - Vendor Training" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>.
- D. As soon as possible after the Contract extension is approved, Contractors should visit <https://ny.newnycontracts.com> and click on "Account Lookup" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "Change Info." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "Request New User." When identifying the person responsible, please add "- MWBE Contact" after their last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract Extension Agreement, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in Section VII below.

VII. Breach of Contract and Liquidated Damages

- A. In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract Extension Agreement, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the Contract Extension Agreement MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract Extension Agreement.
- C. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division

of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of OGS.

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

For inquires related specifically to Minority- and Women-Owned Business Enterprises (MWBEs) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick
New York State Office of General Services
Office for Minority and Women Owned Business Enterprises
Empire State Plaza, Corning Tower - 40th Floor
Albany, NY 12242
Voice: 1-518-486-9284
Fax: 1-518-486-2679
Email: Anuola.surgick@ogs.ny.gov

3.7 Authority of Operator

A Contractor offering road salt from a mine not owned and operated by itself must furnish the written authority of the operator of the mine to sell road salt from such mine.

3.8 Inventory Maintenance

The Contractor is obligated to maintain inventories adequate to provide deliveries as requested in the time frames and quantities requested. Any failure by the Contractor to deliver under contract terms may result in a "Buy Against" to that Contractor.

If, at any time during the contract period, extenuating circumstances arise and it is determined by the Office of General Services that the Contractor does not have adequate inventory, award may be made to another bidder at the discretion of the Office of General Services.

The above shall also apply to any contract extension or renewal.

3.9 Fill Plan and Summary Reports

Within one week after notice of a tentative award the low bidder shall provide a fill plan for each item in which it is low, indicating inventories, stockpiles, commitments and a design and schedule to maintain the stockpiles. A review will also be made of the Contractor's capability to provide salt from the source of the salt to the customers. For example, the Contractor may be required to provide a certified statement attesting to the number of trucks dedicated to OGS Procurement Services customers, the number of trucking contracts, name and address of trucking companies, etc. This information is subject to verification during the contract period and the contract, or any part thereof, is subject to cancellation if the fill plan cannot be verified. Award may then be made to the next low responsible bidder or may be re-bid.

Contractor shall furnish monthly summary reports no later than ten (10) days after the close of each calendar month for the months of September through March for the Office of General Services customer inventory fill activities. The monthly summary shall include, but is not limited to, quantity of salt in each stockpile at the beginning of the month, method of transportation of product to stockpiles and delivery locations, quantity of monthly additions to each stockpile, quantity of salt in each stockpile at the end of each month, and activation of satellite stockpiles, if applicable.

The Contractor is obligated to maintain inventories adequate to provide deliveries of ordered quantities within the required time frames. Any failure by the Contractor to deliver under contract terms may result in a "Buy Against" to that Contractor.

If at any time during the contract period, extenuating circumstances arise and it is determined by the Office of General Services that the Contractor does not have adequate inventory, award may be made at the discretion of the Office of General Services to another bidder.

The above shall also apply to any contract extension or renewal.

3.10 Optional Delayed Billing Program

Contractor, at its option, may participate in a delayed billing program for the benefit of political subdivisions for orders delivered during September, October, and November 2016. Payment would not be required until January 2017. This program would be available to encourage fall season filling of stockpiles and storage sheds and accommodate the budget process of the political subdivisions. This program would be coordinated directly by the Authorized User with the particular Contractor. Contractor may also delay crediting/debiting fuel price adjustments until the end of the contract with the concurrence of the Authorized Users. Contractor must advise Authorized Users how they intend to process invoices upon receipt of first purchase order for salt. No changes to agreed-upon processing methodology may be made during the contract period.

3.11 Procurement Card

No Contractors have indicated that they will accept the NYS Purchasing Card for orders not to exceed \$15,000.

3.12 Price

Price shall include all customs and duties and be net per ton, Free on Board (F.O.B.) Destination designated on purchase order, including unloading of the bulk salt. Contract prices shall be firm except for price revisions permitted in accordance with the following clauses:

- PRICE ESCALATION BASED ON EXCEEDING 120% & 130% OF FILED REQUIREMENT;
- PRICE ESCALATION BASED ON EXCEEDING 150% OF FILED REQUIREMENTS;
- FUEL PRICE ADJUSTMENT;
- PRICE ADJUSTMENT FOR RENEWALS.

Furthermore, the stated prices may be adjusted periodically based on various provisions.

3.13 Price Escalation Based on Exceeding 120% & 130% of Filed Requirement

A price escalation will be permitted when delivery quantities exceed 120% of filed requirement per delivery location. Customers with multiple delivery sites (e.g. NYS DOT, NYS Thruway and County Highways) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a supplier.

An automatic unit price increase of 10% will be allowed once quantities delivered are over 120% of a user's filed requirement. Once deliveries exceed 130% of a user's filed requirement, the automatic price increase will change to 15%. Contractors will continue to deliver to all customers including up to 150%. Failure to deliver may result in a "Buy Against" or a delivery deduction to the Contractor.

Once the Contractor has requested and received a price increase, agencies are allowed to solicit prices from other Contractors who are a part of the award. If a lower price is secured, the Contractor for the specific location must be given an opportunity to match or better the offered price. If the Contractor will not or cannot match or better the offered price, agencies may obtain their needs from the lower priced State contract holder.

3.14 Price Escalation Based on Exceeding 150% of Filed Requirement

Contract purchases over 150% of filed requirements can be made upon mutual agreement of the Authorized User and the Contractor with a price escalation not to exceed 35% of the contract price. Purchases over 150% of the filed requirements at pricing exceeding the 35% escalation will be considered non-contract purchases. No buy-against nor liquidated damages will be imposed for failure to comply with the delivery terms and conditions of this contract for quantities over 150% of the filed requirements.

3.15 Fuel Price Adjustment

A fuel price adjustment may be made to contract pricing in accordance with the following procedure:

- Fuel Price adjustments will be made for deliveries of road salt during the contract period. A monthly update will be posted to the OGS website. Deliveries made after August 31 to meet minimum filed requirement obligations will use the fuel price adjustment in effect for August 31.
- On a monthly basis an amount may be added or deducted from contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The New England PADD 1A shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, then another source may be selected by OGS Procurement Services.)

- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – August's prices will be used to determine September's adjustment). All prices will be rounded to two decimal places.
- The fuel price adjustment shall be applied for the date of delivery.

Ex.: If a purchase order for salt is received on January 30, and the salt is delivered on February 2, the fuel price adjustment used will be that for the month of February.

EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:

Published rate on date of bid opening	\$4.07
Monthly Average Price	\$4.17

\$4.17 - \$4.07 = \$0.10 = Additional amount allowed to be added to price per ton.

EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:

Published rate on date of bid opening	\$4.07
Monthly Average Price	\$3.97

\$3.97 - \$4.07 = -\$0.10 = Amount allowed to be deducted from price per ton.

3.16 Fuel Price Adjustment for quantities exceeding 120% & 130%

The calculation for the fuel price adjustment for quantities ordered over the 120% and 130% thresholds with 10% or greater surcharges shall be as follows:

(Base price per ton * surcharge) + (fuel price adjustment) = adjusted price per ton

EXAMPLE OF FUEL PRICE ADJUSTMENT INCREASE FOR ORDER OVER 120% OF FILED REQUIREMENT:

Base price per ton in contract	\$60 (example only)
Published fuel rate on date of bid opening	\$4.07
Monthly Average Price of fuel	\$4.17
Fuel price adjustment (\$4.17 - \$4.07 = \$0.10)	\$0.10
Surcharge of 10%	1.1

$(\$60 * 1.1) + (\$0.10) = \$66.10$ per ton

3.17 Additional Notes on Fuel Price Adjustment

Should postings differ from current description and/or format, a posting determined by the Commissioner of General Services in his/her sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

The following shall apply to all additional price amounts under any contract awarded:

- Price adjustments are limited to changes in pre-selected posting as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the contract period, except as indicated under the fuel price adjustment and price escalation clause herein.
- Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner of General Services, and no adjustment in price is mutually agreeable, the Commissioner of General Services reserves the sole right upon 10 days written notice mailed to the Contractor to terminate any contract resulting from this bid opening. If the Contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be

in writing and shall be directed to the OGS Procurement Services. Such notification shall not relieve the Contractor of its responsibilities under the Contract.

- In the event of a renewal, the base rate for calculating adjustments will be the rate shown in the referenced EIA on the date of the next bid year's bid opening and for subsequent years additional renewals would follow this format. If there is no bid opening date for the next year, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the last bid opening date. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

3.18 Price Adjustment for Renewals

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by OGS and each Contractor. OGS's review may include appropriate indices as determined by OGS, market conditions reflecting supply and demand, and other economic factors deemed appropriate by OGS. Each Contractor's review will be independent.

3.19 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the contract term.

3.20 Estimated Quantities

The quantities listed for Road Salt and Treated Salt are based on the requirements filed for each using entity.

Emergency Standby Road Salt has no filed requirements and there is no guarantee of usage against resultant contracts.

3.21 Minimum/Maximum Obligations

American Rock Salt Company LLC (PC67019)

September 1, 2015 – August 31, 2016

With the exception of participants on the Dutchess County Road Salt (Crushed & Solar) Contract, Authorized Users are hereby relieved of their obligation to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period.

Authorized Users participating on the Dutchess County Road Salt (Crushed & Solar) Contract will be obligated to take 70% minimum with the exception of those Authorized Users who have submitted filed requirements for the OGS Road Salt, Treated Salt & Emergency Standby Road Salt (Statewide) Contract for the period of 9/1/16 – 8/31/17 that are equal to or higher than those submitted for the period of 9/1/15 – 8/31/16, who shall have the 70% minimum requirement waived. When the Authorized User is not able to take the minimum required amount, the salt contractor will store salt for the Authorized User until December 31 of that calendar year at a rate of \$3.60/ton (i.e., user did not take minimum by 8/31/16 – contractor will store through 12/31/16). If storage is necessary for an Authorized User beyond 12/31/16, the salt contractor may offer storage at a per month rate of \$3.60/ton. Delivery of stored salt between 9/1/16 and 5/31/17 shall meet the delivery requirements in the Section titled, *Delivery Schedule* below.

September 1, 2016 – August 31, 2017

State agencies and political subdivisions are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

When the Authorized User is not able to take the minimum required amount, the salt contractor will store salt for the Authorized User until December 31 of that calendar year at the rate of \$3.60/ton (i.e., user did not take minimum by 8/31/17 – contractor will store through 12/31/17). If storage is necessary for an Authorized User beyond 12/31/17, the salt contractor may offer storage at a per month rate of \$3.60/ton. Delivery of stored salt between 9/1/17 and 5/31/18 shall meet the delivery requirements in the Section titled, *Delivery Schedule* below.

Atlantic Salt, Inc. (PC67020)

September 1, 2015 – August 31, 2016

Authorized Users are hereby relieved of their obligation to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period; however, contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

September 1, 2016 – August 31, 2017

Authorized Users are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

When the Authorized User is not able to take the minimum required amount, the salt contractor will store salt for the Authorized User until December 31 of that calendar year at a rate of \$3.50/ton (i.e., user did not take minimum by 8/31/17 – contractor will store through 12/31/17). If storage is necessary for an Authorized User beyond 12/31/17, the salt contractor may offer storage at a per month rate of \$3.50/ton. Delivery of stored salt between 9/1/17 and 5/31/18 shall meet the delivery requirements in the Section titled, *Delivery Schedule* below.

Cargill Incorporated - Deicing Technology Business Unit (PC67021)

September 1, 2015 – August 31, 2016

Authorized Users are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

When the Authorized User is not able to take the minimum required amount, the salt contractor will store salt for the Authorized User until 1/31/17 at no charge (i.e., user did not take minimum by 8/31/16 – contractor will store through 1/31/17). If storage is necessary for an Authorized User beyond 1/31/17, the salt contractor may offer storage at a per month rate of \$9.00/ton for the remaining tonnage. Delivery of stored salt between 9/1/16 and 5/31/17 shall meet the delivery requirements in the Section titled, *Delivery Schedule* below.

September 1, 2016 – August 31, 2017

Authorized Users are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

When the Authorized User is not able to take the minimum required amount, the salt contractor will store salt for the Authorized User until December 31 of that calendar year at the rate of \$3.60/ton (i.e., user did not take minimum by 8/31/17 – contractor will store through 12/31/17). If storage is necessary for an Authorized User beyond 12/31/17, the salt contractor may offer storage at a per month rate of \$9.50/ton. Delivery of stored salt between 9/1/17 and 5/31/18 shall meet the delivery requirements in the Section titled, *Delivery Schedule* below.

Morton Salt, Inc. (PC67022)

September 1, 2015 – August 31, 2016

Authorized Users are hereby relieved of their obligation to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period; however, contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

Morton Salt, Inc. (PC67022) (Cont'd)

September 1, 2016 – August 31, 2017

Authorized Users are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor.

When the Authorized User is not able to take the minimum required amount, the salt contractor will store salt for the Authorized User until December 31 of that calendar year at the rate of \$3.60/ton (i.e., user did not take minimum by 8/31/17 – contractor will store through 12/31/17). If storage is necessary for an Authorized User beyond 12/31/17, the salt contractor may offer storage at a per month rate of \$3.60/ton. Delivery of stored salt between 9/1/17 and 5/31/18 shall meet the delivery requirements in the Section titled, *Delivery Schedule* below.

CONTRACTOR TRUCKLOAD DELIVERIES:

Contractor Name	Truck Capacity
American Rock Salt	22 – 38 tons
Atlantic Salt, Inc.	22 – 35 tons
Cargill, Inc. – Deicing	34 – 38 tons
Morton Salt, Inc.	22 – 35 tons

3.22 Delivery Terms

Road Salt and Treated Salt shall be shipped bulk delivery as outlined below.

3.23 Delivery Schedule

The Delivery Schedule for this contract is available on the OGS Procurement Services website at http://www.ogs.ny.gov/purchase/spg/lists/gp_018.asp. It is provided as a guide to indicate proposed delivery points and estimated annual requirements. Contractors shall be obligated to add to the delivery schedule any State agency that submits filed requirement(s) on or before December 31. Any State agency that submits filed requirement(s) after December 31 shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's option only.

Any political subdivision or other Non-State entity which has not filed a requirement with OGS Procurement Services as of the date of the bid opening shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's option only, and upon placement of a valid purchase order to the Contractor's address as indicated in the award.

Contractors will be advised regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear on the delivery schedule.

3.24 Compliance with Delivery Schedule & Purchase Orders

Delivery shall be made in accordance with instructions on the purchase order from each agency and delivery instructions/conditions as shown in the referenced Delivery Schedule. Contractors should carefully review the delivery schedule and make note of these requirements. If there is a discrepancy between the purchase order and what is listed in the contract and/or within the delivery schedule, it is the Contractor's obligation to seek clarification from the ordering agency and, if applicable, from OGS Procurement Services.

3.25 Minimum Order

Minimum order shall be 22 tons.

3.26 Ordering Timeliness

Orders must be placed before 2 PM. Any orders placed after 2 PM shall be deemed as being placed the next business day.

3.27 Holidays/Weekends

If the scheduled delivery is to occur on a holiday or weekend, the next weekday will be the delivery date unless the Contractor and the ordering agency mutually agree differently.

3.28 Prevention of Contamination

Delivery trucks shall be inspected (and cleaned, if necessary) prior to loading to prevent contamination of salt loads by residual materials found in the truck bodies. Any loads found to be contaminated may be subject to rejection with all related cleanup and/or replacement costs to be borne by the supplier.

All shipments of salt shall be totally covered with a waterproof, non-porous tarpaulin or similar sheeting material. Torn, ripped or mesh coverings may be cause for rejection of shipment. Also, evidence of free flowing water/brine in particular shipments may be cause for rejection.

Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt. Salt shall be received in a free-flowing and usable condition.

3.29 Acceptance

The salt may be rejected if it fails to conform to any of the requirements of *Terms and Conditions, Road Salt (Lot I), Treated Salt (Lot II – Type 1 and Lot III – Type 2), and/or Emergency Standby Road Salt (Lot IV)*.

3.30 Weight Tickets

All shipments of bulk salt shall be accompanied by a weight ticket of a licensed weigh master indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. The certification must bear the weigh master's signature; weights shall be recorded from a scale equipped with a weight printing device. Handwritten weights are not acceptable.

3.31 Delivery Timetable

Completed delivery, at the latest, is required as follows:

Orders Placed	600 Tons or Less	601 - 800 Tons	801 -1000 Tons	Over 1000 Tons
Monday	Thursday	Friday	Monday	200 Tons/Day/Location
Tuesday	Friday	Monday	Tuesday	200 Tons/Day/Location
Wednesday	Monday	Tuesday	Wednesday	200 Tons/Day/Location
Thursday	Tuesday	Wednesday	Thursday	200 Tons/Day/Location
Friday	Wednesday	Thursday	Friday	200 Tons/Day/Location

Contractor will be required to deliver a minimum of 200 tons per day after the initial 600 ton delivery. Contract Users will be advised not to place orders that exceed their maximum storage capacity. Multiple orders placed for the same delivery site will be viewed as a single order still subject to the overall 200 tons per day minimum delivery.

For example, an order of 1,400 tons placed on Monday will be delivered as follows (or sooner):

Orders Placed	Thursday Delivery	Friday Delivery	Monday Delivery	Tuesday Delivery	Wednesday Delivery
Monday	600 tons	200 tons	200 tons	200 tons	200 tons

It is advised that customers order deliveries on an "as needed" basis. As the customer uses product to respond to weather events, that same quantity should be ordered accordingly. It is not advised to "run down" the supply until it is dangerously low. This method can cause undue stress to the delivery network during high levels of demand.

3.32 Delivery Rate Guarantees/Exceptions

The guaranteed delivery in number of calendar day(s) required to make delivery after receipt of a written or verbal purchase order shall be applicable and the Contractor is obligated to honor same through May 31 of each year. However, from June 1 through August 31 of each year, delivery shall be at the option and discretion of the Contractor.

Although Contractors are expected to make every effort to meet these delivery rates, some allowances may be made for extreme road and/or weather conditions (i.e., road closures which severely restrict truck traffic). Allowances must be approved by the Office of General Services, Procurement Services whose decision will be final. Delivery will be allowed during the weekend and on state holidays only if the Contractor and the ordering agency mutually agree. No additional remuneration will be made for a Saturday, Sunday or holiday delivery.

3.33 Liquidated Damages

During the period November 1 through April 1, deliveries that do not meet the daily delivery tonnage requirements and/or the established order completions period specified, shall be considered cause for interruption of the proper implementation of the State's winter roadway safety. If it is determined that the interruption is caused by irresponsibility or gross negligence on the part of the awarded Contractor, OGS Procurement Services and the awarded Contractor presume that in the event of any such delay, the amount of damage that is sustained from a delay in daily delivery tonnage requirements and/or the established order completions period specified, is \$100.00 per business day per purchase order, and they agree that in the event of any such delay caused by irresponsibility or gross negligence, the awarded Contractor shall pay such amount as liquidated damages. The following options may be used for deducting amounts due to the Contract User as liquidated damages:

1. May deduct such from any money payable to the awarded Contractor; or
2. May bill the awarded Contractor as a separate item.

Liquidated Damages may be placed on the Contractor by the Authorized User only after consultation with the Contractor and OGS Procurement Services. Claims for liquidated damages must be requested within thirty (30) days of event. Damages must be memorialized by supporting documentation that will be reviewed by OGS Procurement Services prior to authorizing deductions or billing.

Costs incurred include, but are not limited to, the following:

- Increased personnel costs due to demurrage;
- Increased costs incurred for treatment of salt on hand to extend usage;
- Costs for clean-up after required application of alternative snow and ice control materials (i.e. salt mixed with sand).

AGENCIES WILL SUBMIT TO OGS SUPPORTING DOCUMENTATION FOR INCURRED COSTS. OGS PROCUREMENT SERVICES WILL REVIEW AND WILL GIVE FINAL APPROVAL OF DELIVERY DEDUCTION APPLIED.

Other price deductions may be applied in conjunction with liquidated damages.

3.34 Buy Against

Contractors must supply road salt in accordance with the contract, instructions on purchase orders and within the required delivery time stated herein. In the event of the Contractor's failure to so deliver, purchase of the undelivered quantity from the Emergency Standby Contract (Lot IV) or the open market at the Contractor's expense may be authorized. Such authorized purchases will result in chargeback of the cost above the awarded contract price to the awarded Contractor who fails to comply with delivery terms. **The Authorized User must make OGS Procurement Services aware of the non-delivery and allow OGS Procurement Services to ascertain if immediate delivery can be made by the Contractor prior to obtaining authorization from Procurement Services to make an emergency standby purchase or a purchase in the open market.**

In the event that open market treated salt is not readily available as noted in the previous paragraph, the Authorized User may purchase road salt, in lieu of treated salt, for the undelivered quantity from the Emergency Standby Road Salt Contract (Lot IV), and if not available through the Emergency Standby Contract, from the open

market. Any price difference above the contract price of treated salt (Lot II and/or Lot III) will be deducted from future payments, or billed to the treated salt Contractor. The supplier of the road salt in this case may not be the non-performing supplier of the treated salt (Lot II and/or Lot III). The customer must obtain authorization to use this option from OGS Procurement Services, as well.

3.35 Invoices

Contractor invoices must include detailed line item information to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order.

3.36 Report of Contract Purchases

Contractor shall furnish monthly reports containing total sales for both State agency and authorized non-state agency contract purchases no later than ten (10) days after the close of each calendar month. If the Contract period begins or ends in a fractional portion of a reporting month, only the actual Contract sales for this fractional period should be reported in the monthly report.

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services Procurement Services to the attention of the individual listed on the front page of the Contract Award Notification. The report shall also be submitted to the Snow & Ice Program Manager at NYSDOT and the OGS OMWBE Minority Business Specialist. The report shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The *Delivery Report* form contains the **minimum** information required. Additional related sales information, such as detailed Authorized 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.

3.37 Poor Performance

Authorized Users should notify OGS Procurement Services Customer Services promptly if the Contractor fails to meet the requirements of this Contract or if Contractor's performance is otherwise unsatisfactory to the Authorized User. Notification should be made to:

Office of General Services Procurement Services
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

3.38 Disposition of Damages, Etc.

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.

3.39 Extension of Use

These contracts may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead Contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional Discounts based on any increased volume generated by such extensions.

3.40 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 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. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Customer Services at (518) 474-6717.

3.41 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.

3.42 New York State Statewide Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.0 Bundle 18, operating on PeopleTools version 8.49.33. The State is planning to upgrade to PeopleSoft Financials version 9.2 sometime in 2015. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

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

3.43 Use of Recycled or Remanufactured Materials

New York State 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 these contracts. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, § 13 *Remanufactured, Recycled, Recyclable or Recovered Materials*.

3.44 Mercury Added Consumer Products

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

3.45 Environmental Attributes and NYS Executive Order Number 4

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

3.46 "OGS or Less" Guidelines

"OGS or Less" Guidelines do not apply to this contract.

SECTION 4: ROAD SALT (Lot I)

4.1 Detailed Specifications – Road Salt (Crushed & Solar), Type A

It is the intent of this specification to describe sodium chloride (ASTM D632 Type 1, Grade 1 or the latest revision thereof) crushed rock salt and/or solar salt, to be used for snow and ice control. Bids for both rock salt and solar salt will be allowed in the following Counties ONLY: **Bronx, Kings, New York, Queens, Richmond, Nassau, Rockland, Suffolk, and Westchester.** For all remaining counties, rock salt only will be allowed.

4.1.1 Chemical Composition

Shall be not less than 95% sodium chloride. Percent of sodium chloride shall be determined in accordance with ASTM D632 or the latest revision thereof.

4.1.2 Size Grading – Rock Salt

The salt, when tested in accordance with ASTM D632* or the latest revision thereof, shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing **</u>
1/2" - (12.5 MM).....	100
3/8" - (9.5 MM).....	95 - 100
No. 4 - (4.75 MM).....	20 - 90
No. 8 - (2.36 MM).....	10 - 60
No. 30 - (600 MICRONS).....	0 - 15

* A drying temperature of 110°C ± 5°C may be used.

** Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

4.1.3 Size Grading – Solar Salt

The solar salt, when tested in accordance with ASTM D632* or the latest revision thereof shall conform to the following size for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing **</u>
3/4" - (19.05 MM).....	100
1/2" - (12.5 MM).....	99-100
3/8" - (9.5 MM).....	95-100
1/4" - (6.35 MM).....	65-90
No. 4 - (4.75 MM).....	20-80
No. 8 - (2.36 MM).....	10-30
No. 30 - (600 MICRONS).....	0-15

* A drying temperature of 110°C ± 5°C may be used.

** Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

4.1.4 Moisture Content (Crushed Rock Salt)

Moisture content upon delivery shall not exceed 1.5%* when determined as follows:

$$\% \text{ Moisture} = \frac{(W^1 - W^2)}{(W^1)} \times 100$$

W¹ = initial weight of sample

W² = weight of sample after drying to a constant weight at 110°±5°C.

*Procedure shall be in accordance with American Water Works Association B200-88, Sec. 4.3. A tolerance of 0.5% will be allowed before a deduction is assessed.

4.1.5 Moisture Content (Solar Salt)

Moisture content upon delivery shall not exceed 2.5%* when determined as follows:

$$\% \text{ Moisture} = \frac{(W^1 - W^2)}{(W^1)} \times 100$$

W¹ = initial weight of sample

W² = weight of sample after drying to a constant weight at 110°±5°C.

*Procedure shall be in accordance with American Water Works Association B200-88 Sec. 4.3. A tolerance of 0.5% will be allowed before a deduction is assessed.

4.1.6 Inhibitor Treatment

Salt shall be treated with an anticaking conditioner. The quantity of inhibitor used shall be in the range of 0.1 to 0.2 lbs/ton. **Potential Contractors shall supply with their bid a description of the inhibitor treatment used, quantity of inhibitor used per ton of salt, method of determining the presence of the treatment and information relative to the solubility and photodecomposition of the treating agent.** Potential harm to the ecology caused by inhibitor treatment may be cause for rejection of a bid.

Salt delivered in a lumpy condition which requires reprocessing in order to make it usable shall be cause for rejection of the entire delivery, with a replacement delivery to be made at no additional charge to the agency or political subdivision.

If, because of emergency conditions, it is necessary to accept and reprocess the Salt for use, all costs will be charged to the Contractor.

4.1.7 Sampling

Sampling shall be done in accordance with current ASTM D632 or the latest revision thereof. OGS, or any of its authorized representatives, reserves the right to take samples from the Contractor's stockpile, transfer point or from shipments at the point of destination.

The right is also reserved to consider truckloads of salt delivered by the Contractor to any one agency on a single day to be a single delivery. Price deductions imposed because of deviation from specifications may be imposed on the total day's delivery.

4.1.8 Price Deductions

No price deduction is to be assessed unless the proper analysis and test procedures are followed.

If the Contractor consistently delivers salt found to be above 2% moisture content for rock salt or 2.5% moisture content for solar salt, or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation.

Moisture – Rock Salt

If, after delivery the moisture content is found to be above 2.0%, a price deduction for moisture content will be made from the delivered bid price based on the following formula:

Reduced price per ton = delivered contract price per ton x (1.02 - 2X).

where X = moisture content of the sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%).

Moisture – Solar Salt

If, after delivery the moisture content is found to be above 2.5%, a price deduction for moisture content will be made from the delivered bid price base based on the following formula:

$$\text{Reduced price per ton} = \text{delivered contract price per ton} \times (1.03 - 2X)$$

where X = moisture content of the sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%).

Solar salt with a moisture content higher than 3% may be rejected.

Gradation (Particle Size Distribution)

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

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

where X = the 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.

Contamination

If the Authorized User accepts contaminated salt as defined in Section *Inhibitor Treatment* for operational reasons, a 10% price deduction may be placed on the Contractor by the Authorized User after consultation with the Contractor and OGS Procurement Services.

AGENCIES WILL SUBMIT TO OGS SUPPORTING DOCUMENTATION FOR DELIVERY PRICE DEDUCTION. OGS PROCUREMENT SERVICES WILL REVIEW AND WILL HAVE FINAL APPROVAL AS TO DELIVERY DEDUCTION APPLIED.

Calculations

Calculations performed relative to this specification shall be made using the rounding off method of "ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values".

SECTION 5: TREATED SALT (Lot II – Type 1 and Lot III – Type 2)

5.1 Certification

An independent certified analysis conducted within the PAST YEAR showing compliance with all the mentioned requirements must be submitted with the bid.

Deviation from any of the specifications may result in the rejection of the entire delivery load or loads (if from the same source) at the discretion of agency personnel. All costs associated with rejected deliveries shall be borne by the Contractor.

The supplier of any product delivered and/or applied that is found to be contaminated with non-specified products and/or is cause for environmental concerns which may necessitate yard, storage facility, or roadside cleanup measures shall be responsible for all clean up expenses without limitation.

5.2 Product Suitability and Liability

Deviation from specifications may result in rejection of any delivery. All costs associated with rejected deliveries will be the responsibility of the Contractor.

Should a product be found to be contaminated (after application) with non-specified elements and become cause for environmental concerns that necessitate clean-up of yards, storage facilities, or roadsides, etc., the Contractor shall be responsible for any and all expenses incurred.

5.3 Dye/Color

Product may be dyed a characteristic color that will allow ready visual identification of the product or any material treated with the product. Any dye used shall remain in solution without precipitation or leaching during all normal use and storage conditions. Dye utilized shall be non-toxic, non-staining, and environmentally benign.

Contractors will advise OGS Procurement Services as to the color the final product will be when applied to Authorized User's treated salt.

5.4 Toxic Substances – Material Safety Data Sheets

Each Contractor furnishing a toxic substance (as defined by Section 875 of the State Labor Law) to an ordering agency shall provide such agency with not less than two copies of a Material Safety Data Sheet. This sheet shall include for each such substance the information outlined in Section 876 of the State Labor Law.

Example MgCl Chart

FREEZING POINT OF
MAGNESIUM CHLORIDE BRINE
EXAMPLE OF A 25% PRODUCT SUBMITTED

% By Weight	Specific Gravity	Freezing Point Celsius	Freezing Point Fahrenheit
5	1.013	-2.11	26.4
6	1.051	-3.09	25.0
7	1.060	-4.72	23.5
8	1.069	-5.67	21.8
9	1.070	-6.67	20.0
10	1.086	-7.83	17.9
11	1.096	-9.05	15.7
12	1.105	-10.5	13.1
13	1.114	-12.1	10.3
14	1.123	-13.7	7.3
15	1.132	-15.9	4.0
16	1.142	-17.6	0.4
17	1.151	-19.7	-3.5
18	1.161	-22.1	-7.7
19	1.170	-25.6	-12.2
20	1.180	-27.4	-17.2
21	1.190	-30.5	-23.0
22	1.200	-32.8	-27.0
23	1.210	-28.9	-20.0
24	1.220	-25.6	-14.0
**25	**1.230	** -23.3	** -10.0
26	1.241	-21.1	-6.0
27	1.251	-19.4	-3.0
28	1.262	-18.3	-1.0
29	1.273	-17.2	1.0
30	1.283	-16.7	3.0

25% EXAMPLE. YOUR INFORMATION MUST MATCH YOUR PRODUCT

5.5 Detailed Specifications - Treated Salt

(Granular Sodium Chloride Treated with Corrosion Inhibited Liquid Magnesium Chloride, Type 1 and Type 2)

It is the intent of this specification to describe a mixture of Sodium Chloride Type "A" crushed rock salt treated with corrosion inhibited liquid magnesium chloride product. The treatment is intended to enhance the performance of the product over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flowability. The treated salt is intended to be used to facilitate snow and ice prevention and removal on New York State roads and bridges. The end product treated salt will be categorized as either Type 1 (containing corrosion inhibited liquid magnesium chloride), or Type 2 (containing corrosion inhibited liquid magnesium chloride and an organic based performance enhancer [OBPE]). The defining characteristics of Type 1 and Type 2 treatment can be found summarized in the table *Example MgCl Chart*.

The finished product shall be composed of two primary constituents:

- Crushed rock salt as described and specified in Section A: *Sodium Chloride Type "A" Crushed Rock Salt Specifications*;
- A corrosion inhibited liquid magnesium chloride product described and specified in Section B: *Corrosion Inhibited Liquid Magnesium Chloride Product (with or without Organic Based Performance Enhancer, [OBPE])*.

The two components shall be mixed to produce a finished product as described in Section C: *Mixing the Sodium Chloride and Corrosion Inhibited Liquid Magnesium Chloride*.

The final product shall meet all the requirements described in Section D: *Final Product - Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride*.

A separate *Vendor Certified Product Data Sheet* **MUST** be submitted for EACH of the two components being utilized by the vendor to produce the final product.

5.5.1 SECTION A: Sodium Chloride Type "A" Crushed Rock Salt Specifications

The crushed rock salt used in the preparation of the final product shall meet the following requirements;

- **Contamination**
Upon inspection, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including, but not limited to, dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt.
- **Chemical Composition**
Shall be not less than 95% Sodium Chloride. Percent of Sodium Chloride shall be determined in accordance with current ASTM D632 or the latest revision thereof.
- **Size Grading**
The salt, when tested using sieves as described in ASTM C136* or the latest revision thereof, shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing **</u>
1/2" - (12.5 MM)	100
3/8" - (9.5 MM)	95 - 100
No. 4 - (4.75 MM)	20 - 90
No. 8 - (2.36 MM)	10 - 60
No. 30 - (600 Microns)	0 - 15

* A drying temperature of 110°C ± 5°C should be used.

** Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

- **Moisture Content**

Moisture content upon delivery shall not exceed 1.5%* when determined as follows:

$$\% \text{ Moisture} = \frac{\text{Loss of Weight} \times 100}{\text{Weight of Sample}}$$

Weight of sample after drying to a constant weight at 110°±5°C

* Procedure shall be in accordance with ANSI/AWWA B200-03, *Moisture Determination*, or the latest revision thereof. A tolerance of 0.5% will be allowed before a deduction is assessed.

- **Sampling**

Sampling shall be done in accordance with ASTM D632 or the latest revision thereof. The Office of General Services, or any of its authorized representatives, reserves the right to take samples from the Contractor's stockpile, transfer point or from shipments at the point of destination.

The right is also reserved to consider truckloads of treated salt delivered by the Contractor to any one agency on a single day to be a single delivery. Penalties imposed because of deviation from specifications may be imposed on the total day's delivery.

5.5.2 SECTION B: Corrosion Inhibited Liquid Magnesium Chloride Product (with or without Organic Based Performance Enhancer, [OBPE])

Material used for this component of the finished product shall be a blend of Liquid Magnesium Chloride and an Organic Based Performance Enhancer (OBPE) component intended, amongst other things, to inhibit the corrosiveness of the product. The offered product shall meet all of the requirements for EITHER Type 1 or Type 2 listed in the table *Example MgCl Chart*. Bidder shall identify on the Vendor Supplied Data Sheet which type product is being offered. Product of either type must comply with the *General Chemical Requirements* below.

GENERAL CHEMICAL REQUIREMENTS:

Note Well: This section applies only to products offered that do not have a Beneficial Use Determination (BUD) from New York State Department of Environmental Conservation. **HOWEVER, ALL PRODUCTS OFFERED MUST CONTAIN 250 PPM OR LESS PHOSPHORUS, CALCULATED ON AN UNDILUTED BASIS, WITH OR WITHOUT BENEFICIAL USE DETERMINATION.**

Any product that contains constituents in excess of the following established total concentration limits may not be accepted. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents then the Vendor shall identify the exception(s) and explain any mitigating circumstances. The State reserves the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the State.

Arsenic.....	5.00 ppm	Lead.....	1.00 ppm
Barium.....	75.00 ppm	Mercury.....	0.05 ppm
Cadmium.....	0.20 ppm	Phosphorus.....	250.00 ppm
Chromium.....	0.50 ppm	Selenium.....	5.00 ppm
Copper.....	0.50 ppm	Zinc.....	10.00 ppm
Cyanide.....	0.20 ppm		

OTHER REQUIREMENTS:

PARAMETER	REQUIREMENT	
	LOT II - TYPE 1	LOT III - TYPE 2
Magnesium Chloride Concentration (w/v)	25% Min.	13 < 25%
pH	6.0 - 9.0	3.2 - 7.5
Eutectic (Freezing) Point	-20 Deg. F or Lower	-20 Deg. F or Lower
Total Solids (w/w After 1 Hr. @ 105°C)	No Requirement	35% Min.
Organic Based Performance Enhancer (OBPE)	No Requirement	12% Min.
Corrosivity	A 3% solution of the product shall have a corrosion value at least 70% less than that of a 3% solution of Sodium Chloride when tested by NACE Standard TM-01-69 as modified by the PNS (Pacific Northwest Snowfighters)	
Settleable Solids	Shall contain not greater than 1.0% (v/v) total settleable solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.	Shall contain not greater than 4.0% (v/v) total settleable solids after being stored at 0 deg. F for 168 hours. If any solids are observed, 99% of those solids must pass through a #10 sieve.
Freezing Point Table	Bidder shall supply a table showing the Freezing Point vs Specific Gravity for varying dilutions of product in water, starting at 5% and continuing up to and including the percentage needed to reach the eutectic (freezing) point.	
Chemical Analysis	Bidder shall supply a certified analysis conducted within the last year from an independent laboratory* showing compliance with all the above listed requirements INCLUDING those listed in the <i>GENERAL CHEMICAL REQUIREMENT</i> . Exceptions to the requirements must be stated and the State reserves the right to reject the product.	
BOD5 (Biological Oxygen Demand)	No Requirement	Bidder shall provide BOD5 expressed in mg/l

Sampling to be done in accordance with ASTM D345 or the latest revision thereof. Product shall be tested using generally accepted industry standard analytical procedures as appropriate.

*Independent laboratory is defined as a laboratory that is certified to perform the required analyses by the United States Environmental Protection Agency (USEPA) and/or NYS Department of Health Environmental Laboratory Approval Program (ELAP).

5.5.3 SECTION C: Mixing the Sodium Chloride and Corrosion Inhibited Liquid Magnesium Chloride

The materials described in Section A: *Sodium Chloride Type "A" Crushed Rock Salt Specifications* and Section B: *Corrosion Inhibited Liquid Magnesium Chloride Product (with or without Organic Based Performance Enhancer, [OBPE])* shall be mixed as described in this Section (C) to produce the finished product. Mixing procedures shall comply with all requirements described in this section.

- The Office of General Services, or any of its authorized representatives, reserves the right to take samples from the Contractor's stockpile or transfer point before the salt is mixed with the Corrosion Inhibited Liquid Magnesium Chloride. Both salt and liquid samples may be taken.
- The Contractor will thoroughly mix a minimum of 8 gallons of Corrosion Inhibited Liquid Magnesium Chloride per ton of salt.
- The Contractor will ensure a consistent, thorough mix (e.g. spray system, pugmill, conveyor) so that there is maximum coverage of the liquid on the salt crystals (loader mixing and stockpile injection methods are not acceptable) and will specify the mix method in the bid.
- Trucks must be weighed on certified scale with printout after loading the final product (salt and liquid mixture) and prior to delivery destination. The weight ticket shall include the net weight of the final product and the stockpile source. The certification must bear the Weighmaster's signature. Handwritten weights are not acceptable.
- All shipments of finished product shall be accompanied by a ticket indicating the amount of Corrosion Inhibited Liquid Magnesium Chloride mixed in the finished product. This amount will be indicated on the ticket by Gallons. The amount of gallons shall be recorded by a printing device or handwritten.
- The finished product shall be shipped via bulk delivery. Trucks delivering the mixture shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material. Torn or ripped covers may be cause for rejection of the shipment.
- The State reserves the right to, at any time inspect the operation to take salt and liquid samples, to ensure that the proper amount of liquid is being applied and that the mix method is appropriate.

5.5.4 SECTION D: Final Product - Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride

The Treated Salt shall meet the following requirements:

- **Contamination**
Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including, but not limited to, dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt.
- **Flowability**
Properly stored product (covered or inside storage) shall be uniform and free flowing in a manner consistent with its intended use and shall show no objectionable clumping or caking.
- **Leaching**
Properly stored product (covered or inside storage) shall show no indication of objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product, or routine maintenance of the storage facility.
- **Chemical Composition**
Shall be not less than 91.2% Sodium Chloride. Percent of Sodium Chloride shall be determined as follows: Apparent total % Sodium Chloride content shall be determined in accordance with current ASTM D632 or the latest revision thereof. Magnesium and Calcium content shall be determined in accordance with ASTM E534 or the latest revision thereof and computed as % Magnesium Chloride and % Calcium Chloride respectively. The % Sodium Chloride shall then be computed as follows:

$$\% \text{ Sodium Chloride} = \% \text{ Apparent Sodium Chloride} - (\% \text{ Magnesium Chloride} + \% \text{ Calcium Chloride})$$

- **Size Grading**
The salt, when tested using sieves as described in ASTM C136* shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing **</u>
1/2" - (12.5 MM)	100
3/8" - (9.5 MM)	95 - 100
No. 4 - (4.75 MM)	20 - 90
No. 8 - (2.36 MM)	10 - 60
No. 30 - (600 Microns)	0 - 15

* A drying temperature of 110°C ± 5°C should be used.

** Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

- **Moisture Content**
Moisture content shall not exceed 4.8% when determined as follows:

$$\% \text{ Moisture} = \frac{\text{Loss of Weight} \times 100}{\text{Weight of Sample}}$$

where: W_1 = Initial weight of sample

W_2 = Weight of sample after drying to a constant weight at 110°C ± 5°C.

NOTE: Procedure shall be in accordance with ANSI/AWWA B200-03, *Moisture Determination*, or the latest revision thereof. A tolerance of 0.5% will be allowed before a deduction is assessed.

- **Sampling**
Sampling shall be done in accordance with ASTM D632 or the latest revision thereof. The Office of General Services, or any of its authorized representatives, reserves the right to take samples from the Contractor's stockpile, transfer point or from shipments at the point of destination.

The right is also reserved to consider truckloads of treated salt delivered by the Contractor to any one agency on a single day to be a single delivery. Penalties imposed because of deviation from specifications may be imposed on the total day's delivery.

- **Acceptance**
The treated salt may be rejected if it fails to conform to any of the requirements of this specification.

- **Non-complying Product – Price Deductions**
A non-complying product - price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the Contractor consistently delivers treated salt found to be above 5.3% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

- **Non-complying Product – Price Deduction: Moisture**
If the moisture content of the treated salt is found to be above 5.3%, a deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.053 - 2x)$$

where: X = Moisture content of the sample (expressed as the decimal equivalent of the percentage of the original sample weight to the nearest 1%)

- **Non-complying Product – Price Deduction: Gradation (Particle Size Distribution)**

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

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price} \times (1.00 - Y)$$

where: Y = the decimal equivalent of the total % out of gradation. 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 Y.

- **Non-complying Product – Price Deduction: Contamination**

If the Authorized User accepts contaminated salt as defined in *Contamination* within Section D: *Final Product - Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride*, for operational reasons, a 10% non-complying price deduction may be placed on the Contractor by the Authorized User after consultation with the Contractor and OGS.

- **Calculations**

Calculations performed relative to this specification shall be made using the rounding off method of "ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values".

SECTION 6: EMERGENCY STANDBY ROAD SALT (ROCK & SOLAR) – Lot IV

6.1 Scope

It is the intention of the Emergency Standby Road Salt (Lot IV) to provide a limited use Contract Award to be utilized when emergency purchases of road salt are necessary (i.e. to be used for an impending storm when reserves are insufficient and the primary Contractor is unable to make a delivery when needed by the Authorized User). This contract award will be a multiple award contract where one or more Contractors have an award for a county.

There are two ways orders may be placed:

1. The Authorized User should contact the Contractor with the lowest price for the county and place an order. If the lowest price Contractor cannot fulfill the order, the Authorized User should contact the next low bidder and so on.

OR

2. The Authorized User may send a Quick Quote to all Contractors in the county and use the results to place a purchase order. The Quick Quote should address delivery time which may be a factor in the choice of Contractors.

State agencies and municipalities who filed requirements for the current road salt contract - Group 01800 Lot I may make purchases from this contract if their current awarded Contractor on Group 01800 Lot I is unable to supply and may "chargeback" the difference in price to their original Contractor on Group 01800 Award. **These purchases may be made only after**

1. the Contractor has failed to perform, and
2. authorization for the purchase has been granted by OGS Procurement Services.

Special note regarding use of Lot IV contract awards: OGS Procurement Services may, on a case by case basis, approve emergency purchases to be made by state agencies and municipalities who filed requirements under Lots II and III (Treated Salt – Type 1 and Type 2 [see Section 8 of the IFB]). In these cases, road salt would be provided in lieu of treated salt. State agencies and municipalities may chargeback the difference in salt price to their original treated salt contract on Group 01800 Award. The vendor providing emergency road salt in lieu of treated salt shall not be the non-performing supplier of the treated salt (Lot II and Lot III).

The difference between the current awarded price for Lot I (Road Salt) and the amount paid under Lot IV (Emergency Standby Road Salt) award invoices may be deducted or "charged back" by either:

1. Deduct the increased amount from the amount due to the Contractor on current Lot I Award, or
2. If an invoice is not due the Contractor from current Lot I Award, the Contractor may be invoiced the amount due.

In either case, OGS Procurement Services should have already given authorization and should receive a copy of the transaction. Contract Users should document in detail the following:

1. The date purchase orders were placed with their current Contractor,
2. The quantity(ies) ordered,
3. The date(s) and quantity(ies) received,
4. Current Inventory, and
5. All correspondence with current Contractor relative to late delivery(ies).

This information should be emailed to Bailey Baleno at: Bailey.Baleno@ogs.ny.gov

Upon receipt, the information will be reviewed and the Contract User will be contacted by OGS. If permission is granted for a purchase, Contractor and Authorized User will be contacted via e-mail. The Authorized User must attach the e-mail granting permission and all documentation previously submitted to OGS (as referenced in the above 5 bullets) to their purchase order when processing for payment.

6.2 Solar Salt

Both rock salt and solar salt are allowed for Lot IV in the following counties **ONLY**:

- Bronx, Kings, New York, Queens, and Richmond
- Dutchess
- Nassau
- Orange
- Putnam
- Rockland
- Suffolk
- Westchester

For all remaining counties, rock salt only is allowed.

6.3 Detailed Specifications - Road Salt, (Crushed & Solar) Type A

See the *Detailed Specifications – Road Salt (Crushed & Solar), Type A* contained in Section *ROAD SALT (Lot I)*.

SECTION 7: PRICING PAGES

7.1 Road Salt (Lot I) Pricing Per Item Effective from September 1, 2016 to August 31, 2017

****Note:** Award 22843 Items are listed for informational purposes only. The contracts for these items have been extended through August 31, 2017. Please continue to reference the assigned contract number from Award 22843 for these items.

*** Solar salt will be allowed in these counties only**

Award	Item Number	County	Filed Requirement (tons)	Contractor	Price per Ton	Type of Salt
**22843	1	Albany	67,997	American Rock Salt Co.	\$ 60.44	Rock
**22843	2	Allegany	33,508	American Rock Salt Co.	\$ 50.25	Rock
22955	3	Bronx, Kings, New York, Queens, Richmond*	1,680	Atlantic Salt, Inc.	\$ 69.00	Rock and Solar
**22843	4	Broome	62,944	Cargill Deicing Tech.	\$ 48.85	Rock
**22843	5	Cattaraugus	68,623	American Rock Salt Co.	\$ 57.11	Rock
**22843	6	Cayuga & Seneca	50,509	Cargill Deicing Tech.	\$ 44.39	Rock
**22843	7	Chautauqua	90,889	American Rock Salt Co.	\$ 61.76	Rock
**22843	8	Chemung & Tioga	51,782	Cargill Deicing Tech.	\$ 46.57	Rock
**22843	9	Chenango	32,071	Cargill Deicing Tech.	\$ 51.45	Rock
**22843	10	Clinton	23,395	Compass Minerals	\$ 88.84	Rock
22955	11	Columbia	35,424	Morton Salt, Inc.	\$ 62.43	Rock
**22843	12	Cortland & Tompkins	65,387	Cargill Deicing Tech.	\$ 43.11	Rock
**22843	13	Delaware	37,256	Cargill Deicing Tech.	\$ 59.84	Rock
22955	14	Dutchess	22,667	American Rock Salt Co.	\$ 79.99	Rock
**22843	15	Erie	151,731	American Rock Salt Co.	\$ 51.83	Rock
**22843	16	Essex	20,555	Cargill Deicing Tech.	\$ 80.35	Rock
**22843	17	Franklin	30,144	Compass Minerals	\$ 90.90	Rock
**22843	18	Fulton & Montgomery	49,797	Cargill Deicing Tech.	\$ 60.62	Rock
**22843	19	Genesee & Orleans	33,528	American Rock Salt Co.	\$ 49.97	Rock
22955	20	Greene	28,837	American Rock Salt Co.	\$ 68.08	Rock
**22843	21	Hamilton	18,350	Cargill Deicing Tech.	\$ 72.21	Rock
**22843	22	Herkimer	40,154	Cargill Deicing Tech.	\$ 54.36	Rock
**22843	23	Jefferson	72,052	American Rock Salt Co.	\$ 59.05	Rock
**22843	24	Lewis	23,635	Cargill Deicing Tech.	\$ 61.71	Rock
**22843	25	Livingston & Wyoming	24,389	American Rock Salt Co.	\$ 47.60	Rock
**22843	26	Madison	34,420	Cargill Deicing Tech.	\$ 51.38	Rock
**22843	27	Monroe	138,756	American Rock Salt Co.	\$ 49.09	Rock
22955	28	Nassau*	65,548	Atlantic Salt, Inc.	\$ 73.95	Rock and Solar
**22843	29	Niagara	62,359	American Rock Salt Co.	\$ 52.89	Rock
**22843	30	Oneida	92,884	Cargill Deicing Tech.	\$ 53.21	Rock

Road Salt (Lot I) Pricing Per Item Effective from September 1, 2016 to August 31, 2017 (Cont'd)

****Note:** Award 22843 Items are listed for informational purposes only. The contracts for these items have been extended through August 31, 2017. Please continue to reference the assigned contract number from Award 22843 for these items.

* Solar salt will be allowed in these counties only

**22843	31	Onondaga	56,470	Cargill Deicing Tech.	\$ 48.87	Rock
**22843	32	Ontario	71,546	American Rock Salt Co.	\$ 49.97	Rock
**22843	33	Orange	106,555	Cargill Deicing Tech.	\$ 70.90	Rock
**22843	34	Oswego	19,050	American Rock Salt Co.	\$ 50.55	Rock
**22843	35	Otsego	46,544	Cargill Deicing Tech.	\$ 53.12	Rock
22955	36	Putnam	42,850	Morton Salt, Inc.	\$ 84.16	Rock
**22843	37	Rensselaer	54,528	American Rock Salt Co.	\$ 59.99	Rock
22955	38	Rockland*	47,751	Atlantic Salt, Inc.	\$ 71.99	Rock and Solar
**22843	39	St. Lawrence	33,205	American Rock Salt Co.	\$ 88.78	Rock
22955	40	Saratoga	24,556	Morton Salt, Inc.	\$ 64.43	Rock
**22843	41	Schenectady	40,652	American Rock Salt Co.	\$ 59.77	Rock
**22843	42	Schoharie	26,142	Cargill Deicing Tech.	\$ 70.96	Rock
**22843	43	Schuyler & Yates	18,514	Cargill Deicing Tech.	\$ 44.65	Rock
**22843	44	Steuben	55,465	Cargill Deicing Tech.	\$ 48.66	Rock
22955	45	Suffolk*	138,430	Atlantic Salt, Inc.	\$ 79.06	Rock and Solar
**22843	46	Sullivan	50,925	Cargill Deicing Tech.	\$ 65.63	Rock
22955	47	Ulster	45,628	American Rock Salt Co.	\$ 72.13	Rock
**22843	48	Warren	31,195	American Rock Salt Co.	\$ 70.88	Rock
**22843	49	Washington	29,391	American Rock Salt Co.	\$ 64.16	Rock
**22843	50	Wayne	47,525	American Rock Salt Co.	\$ 47.52	Rock
22955	51	Westchester*	169,624	Atlantic Salt, Inc.	\$ 70.61	Rock and Solar

7.2 Treated Salt Type 1 (Lot II) Pricing Per Item Effective from September 1, 2017 to August 31, 2017

**Note: Award 22843 Items are listed for informational purposes only. The contracts for these items have been extended through August 31, 2017. Please continue to reference the assigned contract number from Award 22843 for these items.

Award	Item Number	County	Filed Requirement (tons)	Contractor	Price per Ton
**22843	52	Albany	5,500	American Rock Salt Co.	\$ 78.76
22955	53	Bronx	44	American Rock Salt Co.	\$ 99.50
**22843	54	Broome	2,750	Cargill Deicing Tech.	\$ 59.77
**22843	55	Cayuga	3,345	Cargill Deicing Tech.	\$ 55.31
**22843	56	Chautauqua	1,225	American Rock Salt Co.	\$ 69.85
**22843	57	Chenango	0	Cargill Deicing Tech.	\$ 62.37
**22843	58	Columbia	0	American Rock Salt Co.	\$ 83.06
**22843	59	Cortland	1,470	Cargill Deicing Tech.	\$ 54.03
**22843	60	Erie	200	American Rock Salt Co.	\$ 61.34
**22843	61	Essex	23,310	Cargill Deicing Tech.	\$ 91.27
22955	62	Franklin	4,700	American Rock Salt Co.	\$ 88.23
**22843	63	Fulton	1,000	Cargill Deicing Tech.	\$ 71.54
**22843	64	Greene	3,098	Cargill Deicing Tech.	\$ 89.08
22955	65	Hamilton	600	Cargill Deicing Tech.	\$ 82.36
**22843	66	Herkimer	5,683	Cargill Deicing Tech.	\$ 65.28
**22843	67	Jefferson	3,300	American Rock Salt Co.	\$ 77.54
**22843	68	Lewis	775	American Rock Salt Co.	\$ 80.11
**22843	69	Livingston	700	American Rock Salt Co.	\$ 54.28
**22843	70	Madison	829	Cargill Deicing Tech.	\$ 67.50
**22843	71	Monroe	1,300	American Rock Salt Co.	\$ 56.23
**22843	72	Montgomery	1,093	Cargill Deicing Tech.	\$ 71.54
22955	73	Nassau	2,672	American Rock Salt Co.	\$ 88.96
22955	74	Niagara	0	American Rock Salt Co.	\$ 64.73
**22843	75	Oneida	6,353	Cargill Deicing Tech.	\$ 64.13
**22843	76	Onondaga	11,507	Cargill Deicing Tech.	\$ 59.79
**22843	77	Ontario	820	American Rock Salt Co.	\$ 57.78
**22843	78	Orange	3,166	Cargill Deicing Tech.	\$ 92.22
**22843	79	Rensselaer	1,206	American Rock Salt Co.	\$ 84.21
22955	80	Rockland	3,239	American Rock Salt Co.	\$ 93.40
22955	81	St Lawrence	850	American Rock Salt Co.	\$ 85.31
22955	82	Saratoga	100	American Rock Salt Co.	\$ 67.13
**22843	83	Schenectady	821	American Rock Salt Co.	\$ 77.51
22955	84	Seneca	1,000	Cargill Deicing Tech.	\$ 57.71
22955	85	Steuben	0	American Rock Salt Co.	\$ 59.72
**22843	86	Tompkins	1,870	Cargill Deicing Tech.	\$ 54.03
**22843	87	Ulster	3,980	Cargill Deicing Tech.	\$ 86.55
**22843	88	Warren	10,150	Cargill Deicing Tech.	\$ 89.11
**22843	89	Washington	500	Cargill Deicing Tech.	\$ 83.66
**22843	90	Westchester	105	American Rock Salt Co.	\$ 102.75
22955	91	Yates	0	American Rock Salt Co.	\$ 59.11

7.3 Treated Salt Type 2 (Lot III) Pricing Per Item Effective from September 1, 2016 to August 31, 2017

****Note:** Award 22843 Items are listed for informational purposes only. The contracts for these items have been extended through August 31, 2017. Please continue to reference the assigned contract number from Award 22843 for these items.

Award	Item Number	County	Filed Requirement (tons)	Contractor	Price per Ton
22955	92	Broome	0	American Rock Salt Co.	\$ 72.44
**22843	93	Chautauqua	5,066	American Rock Salt Co.	\$ 72.53
**22843	94	Clinton	5,825	Compass Minerals	\$ 117.96
22955	95	Columbia	260	Morton Salt, Inc.	\$ 87.54
22955	96	Dutchess	2,300	American Rock Salt Co.	\$ 92.94
**22843	97	Erie	9,164	American Rock Salt Co.	\$ 66.25
**22843	98	Genesee	4,706	American Rock Salt Co.	\$ 60.22
22955	99	Madison	0	American Rock Salt Co.	\$ 71.16
**22843	100	Monroe	7,678	American Rock Salt Co.	\$ 61.41
22955	101	Nassau	1,500	American Rock Salt Co.	\$ 97.74
**22843	102	Niagara	7,980	American Rock Salt Co.	\$ 69.54
**22843	103	Ontario	6,852	American Rock Salt Co.	\$ 63.60
**22843	104	Orleans	1,100	American Rock Salt Co.	\$ 63.34
22955	105	Putnam	0	American Rock Salt Co.	\$ 98.06
**22843	106	St Lawrence	1,250	Compass Minerals	\$ 117.96
22955	107	Seneca	3,189	American Rock Salt Co.	\$ 62.72
**22843	108	Steuben	70	American Rock Salt Co.	\$ 64.49
22955	109	Suffolk	7,050	American Rock Salt Co.	\$ 124.07
22955	110	Sullivan	0	American Rock Salt Co.	\$ 85.06
22955	111	Tompkins	2,250	American Rock Salt Co.	\$ 69.26
22955	112	Warren	370	American Rock Salt Co.	\$ 91.56
**22843	113	Wayne	600	American Rock Salt Co.	\$ 65.47
22955	114	Westchester	0	American Rock Salt Co.	\$ 103.02

7.4 Emergency Standby Road Salt (Lot IV) Pricing Per Item Effective September 1, 2016 to August 31, 2017

* Solar salt will be allowed in these counties only

Item Number	County	Bidder	Price per Ton	Rock or Solar
115	Albany	Cargill Deicing Tech.	\$ 105.00	Rock
115	Albany	Morton Salt, Inc.	\$ 111.57	Rock
116	Allegany	Cargill Deicing Tech.	\$ 115.50	Rock
117	Bronx, Kings, New York, Queens, Richmond*	Cargill Deicing Tech.	\$ 143.00	Rock
118	Broome	American Rock Salt Co.	\$ 73.27	Rock
119	Cattaraugus	Cargill Deicing Tech.	\$ 115.50	Rock
120	Cayuga & Seneca	American Rock Salt Co.	\$ 66.58	Rock
121	Chautauqua	Cargill Deicing Tech.	\$ 125.00	Rock
122	Chemung & Tioga	American Rock Salt Co.	\$ 69.86	Rock
123	Chenango	American Rock Salt Co.	\$ 77.17	Rock
124	Clinton	Cargill Deicing Tech.	\$ 125.00	Rock
124	Clinton	American Rock Salt Co.	\$ 140.28	Rock
125	Columbia	American Rock Salt Co.	\$ 104.79	Rock
125	Columbia	Cargill Deicing Tech.	\$ 105.00	Rock
126	Cortland & Tompkins	American Rock Salt Co.	\$ 64.66	Rock
127	Delaware	American Rock Salt Co.	\$ 89.76	Rock
128	Dutchess*	Cargill Deicing Tech.	\$ 111.50	Rock
128	Dutchess*	Morton Salt, Inc.	\$ 114.15	Rock
129	Erie	Cargill Deicing Tech.	\$ 111.50	Rock
130	Essex	American Rock Salt Co.	\$ 120.53	Rock
131	Franklin	Cargill Deicing Tech.	\$ 125.00	Rock
131	Franklin	American Rock Salt Co.	\$ 143.52	Rock
132	Fulton & Montgomery	American Rock Salt Co.	\$ 90.93	Rock
132	Fulton & Montgomery	Morton Salt, Inc.	\$ 115.80	Rock
133	Genesee & Orleans	Cargill Deicing Tech.	\$ 111.50	Rock
134	Greene	Cargill Deicing Tech.	\$ 105.00	Rock
134	Greene	Morton Salt, Inc.	\$ 112.84	Rock
135	Hamilton	American Rock Salt Co.	\$ 108.31	Rock
136	Herkimer	American Rock Salt Co.	\$ 81.54	Rock
137	Jefferson	Cargill Deicing Tech.	\$ 105.00	Rock
138	Lewis	American Rock Salt Co.	\$ 92.57	Rock
139	Livingston & Wyoming	Cargill Deicing Tech.	\$ 105.00	Rock
140	Madison	American Rock Salt Co.	\$ 77.06	Rock
141	Monroe	Cargill Deicing Tech.	\$ 105.00	Rock
142	Nassau*	Cargill Deicing Tech.	\$ 143.00	Rock
142	Nassau*	Morton Salt, Inc.	\$ 157.62	Rock
143	Niagara	Cargill Deicing Tech.	\$ 111.50	Rock
144	Oneida	American Rock Salt Co.	\$ 79.81	Rock
145	Onondaga	American Rock Salt Co.	\$ 73.30	Rock
146	Ontario	Cargill Deicing Tech.	\$ 105.00	Rock
147	Orange*	American Rock Salt Co.	\$ 106.35	Rock

Emergency Standby Road Salt (Lot IV) Pricing Per Item Effective September 1, 2016 to August 31, 2017 (Cont'd)

* Solar salt will be allowed in these counties only

148	Oswego	Cargill Deicing Tech.	\$ 105.00	Rock
149	Otsego	American Rock Salt Co.	\$ 79.68	Rock
150	Putnam*	Cargill Deicing Tech.	\$ 105.00	Rock
150	Putnam*	American Rock Salt Co.	\$ 122.16	Rock
151	Rensselaer	Cargill Deicing Tech.	\$ 105.00	Rock
151	Rensselaer	Morton Salt, Inc.	\$ 111.60	Rock
152	Rockland*	Cargill Deicing Tech.	\$ 105.00	Rock
152	Rockland*	American Rock Salt Co.	\$ 131.04	Rock
152	Rockland*	Morton Salt, Inc.	\$ 137.60	Rock
153	St. Lawrence	Cargill Deicing Tech.	\$ 125.00	Rock
154	Saratoga	American Rock Salt Co.	\$ 90.68	Rock
154	Saratoga	Cargill Deicing Tech.	\$ 105.00	Rock
155	Schenectady	Cargill Deicing Tech.	\$ 105.00	Rock
155	Schenectady	Morton Salt, Inc.	\$ 111.09	Rock
156	Schoharie	American Rock Salt Co.	\$ 106.44	Rock
157	Schuyler & Yates	American Rock Salt Co.	\$ 66.97	Rock
158	Steuben	American Rock Salt Co.	\$ 72.99	Rock
159	Suffolk*	Cargill Deicing Tech.	\$ 143.00	Rock
159	Suffolk*	Morton Salt, Inc.	\$ 160.79	Rock
160	Sullivan	American Rock Salt Co.	\$ 98.45	Rock
161	Ulster	Cargill Deicing Tech.	\$ 105.00	Rock
161	Ulster	Morton Salt, Inc.	\$ 119.60	Rock
162	Warren	Cargill Deicing Tech.	\$ 105.00	Rock
162	Warren	Morton Salt, Inc.	\$ 120.98	Rock
163	Washington	Cargill Deicing Tech.	\$ 105.00	Rock
163	Washington	Morton Salt, Inc.	\$ 117.98	Rock
164	Wayne	Cargill Deicing Tech.	\$ 105.00	Rock
165	Westchester*	Cargill Deicing Tech.	\$ 130.00	Rock
165	Westchester*	American Rock Salt Co.	\$ 139.16	Rock
165	Westchester*	Morton Salt, Inc.	\$ 142.04	Rock

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor

Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency

contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements

thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining

contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B
GENERAL SPECIFICATIONS

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GENERAL

1. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. **DEFINITIONS** Terms used herein shall have the following meanings:

a. **AUTHORIZED USER** Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. **BID** A response to the Solicitation submitted by a Bidder to provide Products.

c. **BIDDER** Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. **BID SPECIFICATIONS** A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. **COMMISSIONER** The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. **CONTRACT** The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

1. **Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
2. **Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. **Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. **Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. **Contract Award Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. **CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a Contract has been established.

h. **CONTRACTOR** Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. **DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. **ENTERPRISE** The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. **ENTERPRISE LICENSE** A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

l. **ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. **GROUP** A classification of a Product that is designated by OGS.

n. **INVITATION FOR BIDS (IFB)** A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

- o. LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).
- p. LICENSEE** An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.
- q. LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.
- r. LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.
- s. MINI-BID** A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.
- t. OGS** The New York State Office of General Services.
- u. PATCH** Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.
- v. PRODUCTS** Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.
- w. PURCHASE ORDER** The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).
- x. REQUEST FOR PROPOSALS (RFP)** A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.
- y. REQUEST FOR QUOTATION (RFQ)** A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.
- z. RESPONSIBLE BIDDER** A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.
- aa. RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.
- bb. SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.
- cc. SITE** The location (street address) where Product will be delivered or executed.
- dd. SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.
- ee. SOLICITATION** Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.
- ff. SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.
- gg. STATE** State of New York.
- hh. STATE AGENCY OR AGENCIES** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.
- ii. SUBCONTRACTOR** Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.
- jj. TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.
- kk. THIRD-PARTY SOFTWARE** Any software that is developed independently of Contractor and which may be governed by a separate license.
- ll. VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. **INTERNATIONAL BIDDING** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

4. **BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. **LATE BIDS** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. **CONFIDENTIAL/TRADE SECRET MATERIALS**

a. **BIDDER/CONTRACTOR** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. **COMMISSIONER OR AUTHORIZED USER** Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. **PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. **PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. **WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. **ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, 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, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility 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 at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner 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.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

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

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) 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 be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

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 or proceeding 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 protect the interests of the Authorized User and 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.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (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.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding 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 protect the interests of the Authorized User and 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. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinue maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. **Hardware** - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. **Software** - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third-Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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Late Bids	5	Subcontractors and Suppliers	41
Legal Compliance	55	Suspension of Work	42
Limitation of Liability	58	<u>T</u>	
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Modification of Contract Terms	26	Taxes	8
<u>N</u>			
No Hardstop or Passive License Monitoring	63	Termination	43
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Official Use Only/No Personal Use	24	Tie Bids	17
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<u>S</u>			
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<u>W</u>			
<u>X</u>			
<u>Y</u>			
<u>Z</u>			

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 Authorized User.**

Contract No.: _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

NEW YORK STATE – OFFICE OF GENERAL SERVICE
PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Road Salt (Lot I) Pricing Per Item Effective from September 1, 2016 to August 31, 2017 (Cont'd)

****Note:** Award 22843 Items are listed for informational purposes only. The contracts for these items have been extended through August 31, 2017. Please continue to reference the assigned contract number from Award 22843 for these items.

* Solar salt will be allowed in these counties only

**22843	31	Onondaga	56,470	Cargill Deicing Tech.	\$ 48.87	Rock
**22843	32	Ontario	71,546	American Rock Salt Co.	\$ 49.97	Rock
**22843	33	Orange	106,555	Cargill Deicing Tech.	\$ 70.90	Rock
**22843	34	Oswego	19,050	American Rock Salt Co.	\$ 50.55	Rock
**22843	35	Otsego	46,544	Cargill Deicing Tech.	\$ 53.12	Rock
22955	36	Putnam	42,850	Morton Salt, Inc.	\$ 84.16	Rock
**22843	37	Rensselaer	54,528	American Rock Salt Co.	\$ 59.99	Rock
22955	38	Rockland*	47,751	Atlantic Salt, Inc.	\$ 71.99	Rock and Solar
**22843	39	St. Lawrence	33,205	American Rock Salt Co.	\$ 88.78	Rock
22955	40	Saratoga	24,556	Morton Salt, Inc.	\$ 64.43	Rock
**22843	41	Schenectady	40,652	American Rock Salt Co.	\$ 59.77	Rock
**22843	42	Schoharie	26,142	Cargill Deicing Tech.	\$ 70.96	Rock
**22843	43	Schuylcr & Yates	18,514	Cargill Deicing Tech.	\$ 44.65	Rock
**22843	44	Steuben	55,465	Cargill Deicing Tech.	\$ 48.66	Rock
22955	45	Suffolk*	138,430	Atlantic Salt, Inc.	\$ 79.06	Rock and Solar
**22843	46	Sullivan	50,925	Cargill Deicing Tech.	\$ 65.63	Rock
22955	47	Ulster	45,628	American Rock Salt Co.	\$ 72.13	Rock
**22843	48	Warren	31,195	American Rock Salt Co.	\$ 70.88	Rock
**22843	49	Washington	29,391	American Rock Salt Co.	\$ 64.16	Rock
**22843	50	Wayne	47,525	American Rock Salt Co.	\$ 47.52	Rock
22955	51	Westchester*	169,624	Atlantic Salt, Inc.	\$ 70.61	Rock and Solar