

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 25, 2014 7:00pm

Pledge of Allegiance – Moment of Silence

1. **Public Hearing:** To Hear Objections to Assessment Rolls for the Operation and Maintenance of the Improvements of the Garbage, Sewer and Water Districts and Town Garbage District for Fiscal Year 2015
2. Res: Making SEQR Determination in Regard to the Local Law of 2014 Town Coded Chapter 147 Entitled "Vehicle and Traffic"
2B. Consider Motion to Enact Law

Town Board Work Session:

1. Review of Town Board Minutes November 5, 2014
2. Res: Consider Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
3. Consider Waive of Three Day Notice-Hamlet of Carmel Civic Association Holiday on the Lake Event, Saturday, December 6, 2014
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 2015 County and Town Tax Bill
5. Michael Simone, Highway Superintendent – Consider Awarding of Bid for Purchase of Diesel Fuel
6. Michael Simone, Highway Superintendent – Consider Awarding of Bid for Pavement Striping
7. Michael Simone, Highway Superintendent – Consider Awarding of Bid for Purchase of Salt
8. Richard Franzetti, PE Town Engineer – Consider Accepting Proposal for Replacement of Blower Motor CSD#7
9. Richard Franzetti, PE, Town Engineer – Consider Accepting Proposal for Emergency Repairs – CWD#6
10. Richard Franzetti, PE, Town Engineer – Consider Accepting Proposal for Replacement of RBC Motor – CSD#7
11. Richard Franzetti, PE, Town Engineer- Consider Renewal of Contract for Maintenance Manager for Lake Casse Park District

- **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**

Executive Session:

1. Police Chief Michael Cazzari – Consider Request to Hire One (1) Police Officer for 2015
2. SCA-Municipality 5 Contract

Published + Posted

11/13/14

✓ CCI supervisor

Office of the Town Clerk

Carmel Town Hall

60 McAlpin Avenue

Mahopac, NY 10541

Ann Spofford, Town Clerk

Phyllis Bourges, Deputy Town Clerk

Telephone: 845-628-1500

Fax: 845-628-7434

PH #1

☐ Work Session _____

☒ Agenda 11/25/14

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel, pursuant to Town Law Section 202-a will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York on Tuesday, November 25, 2014 at 7:00 PM or as soon thereafter that evening as possible for the following purpose:

To consider the 2015 Tentative Assessment Rolls of

Carmel Sewer Districts

#1, #2, #3, #4,
#5, #6, #7, #8

and extensions thereto
as well as

Carmel Water Districts

#1, #2, #3, #4, #5, #6, #7,
#8, #9, #10, #12, #13, #14

and extensions thereto
as well as the

Town of Carmel

Garbage District

BE IT FURTHER NOTICED, that the 2015 Tentative Assessment Rolls may be inspected at the Town Hall, 60 McAlpin Avenue, Mahopac, New York during normal business hours.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

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

#2

**RESOLUTION MAKING SEQR DETERMINATION IN REGARD
TO THE LOCAL LAW #___ OF 2014
TOWN CODE CHAPTER 147 ENTITLED "VEHICLE AND TRAFFIC"**

RESOLVED that the Town Board of the Town of Carmel hereby determines that, proposed Local Law #___ of 2014 concerning amendments to Town of Carmel Town Code Chapter 147 entitled "Vehicle and Traffic" is a Type II action under SEQR and no further review is necessary.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

PROPOSED LOCAL LAW # _____ OF THE YEAR 2014

A Local Law to Amend the Code of the Town of Carmel, Chapter 147, thereof, entitled "Vehicle and Traffic."

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam, State of New York as follows:

SECTION 1. Chapter 147 of the Code of the Town of Carmel, Section 147-51. Schedule X,

Parking Prohibited at All Times is hereby amended by the addition of the following:

<u>Name of Street</u>	<u>Side(s)</u>	<u>Location:</u>
Red Mills Road	Both	Entirety of Cul de Sac

SECTION 2. This Local Law shall take effect immediately in accordance with the law.

Mahopac Volunteer Fire Department

cc: Legal Counsel
Supervisor
Assessor

EMERGENCY
DIAL 911

Fire Headquarters
Tel (845) 628-3160
Fax (845) 628-6508

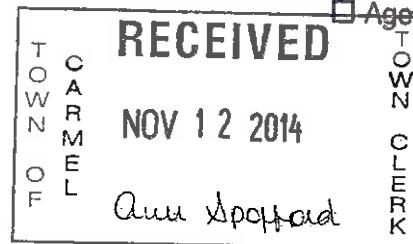
Post Office Box 267
741 Route 6

Mahopac, NY 10541

☒ Work Session 11-25-14

☐ Agenda

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



#2

Dear Mrs. Spofford:

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

Samuel Drescher

~~XXXXXXXXXX~~
Carmel, NY 10512

James Harris

~~XXXXXXXXXX~~
Mahopac, NY 10541

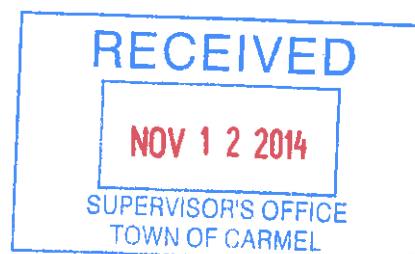
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~~XXXXXXXXXX~~
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~~XXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale

Farah Fieldale,
Corresponding Secretary

Page 1 of 1



Mahopac Volunteer Fire Department

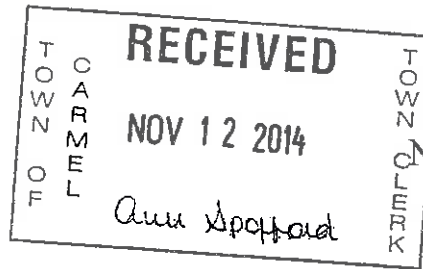
cc: Legal Counsel
Supervisor
Assessor

EMERGENCY
DIAL 911

Fire Headquarters
Tel (845) 628-3160
Fax (845) 628-6508

Post Office Box 267
741 Route 6
Mahopac, NY 10541

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



November 8, 2014

☒ Work Session 11-25-14

☐ Agenda _____

Dear Mrs. Spofford:

The following person has been dropped from the roles of the Mahopac Volunteer Fire Department.

Brian Gaunt

~~XXXXXXXXXX~~
Mahopac NY, 10541
~~XXXXXXXXXX~~

Josh Knapp

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
Mahopac NY, 10541
~~XXXXXXXXXX~~

Lauren Fischetti

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
Mahopac NY, 10541
~~XXXXXXXXXX~~

Ted Wozniak

~~XXXXXXXXXX~~
Mahopac NY, 10541
~~XXXXXXXXXX~~



Page 1 of 2

Mahopac Volunteer Fire Department

**EMERGENCY
DIAL 911**

**Fire Headquarters
Tel (845) 628-3160
Fax (845) 628-6508**

**Post Office Box 267
741 Route 6
Mahopac, NY 10541**

Victor Marques

XXXXXXXXXX

Mahopac NY, 10541

XXXXXXXXXX

Anthony Thomas

XXXXXXXXXX

Mahopac, NY 10541

XXXXXXXXXX

Quinn Hughes

XXXXXXXXXXXXXX

Mahopac, NY 10541

XXXXXXXXXX

Respectfully Submitted



Farah Fieldale,
Corresponding Secretary

William A. Shilling, Jr., P.C.

Attorney at Law

122 Old Route 6

Carmel, New York 10512

E-Mail was.law@comcast.net

Michael V. Caruso

**Also admitted in CT*

Phone (845) 225-7500

Fax (845) 225-5692

☒ Work Session

11/25/14

☐ Agenda

#3

November 12, 2014

Supervisor Schmidt

Town of Carmel

60 McCalpin Avenue

Mahopac, NY 10541

Re: Holiday on the Lake

Amplification Permit

Dear Supervisor Schmidt and members of the Town Board:

I enclose the Hamlet of Carmel Civic Association's request for the amplification permit for the annual Holiday on the Lake. We are requesting an extension of the period from November 22, 2014 through December 31, 2014. In all other regards we will conform to the statute relative to time, volume, etc...

~~We are requesting a copy of the statute with this permit.~~

WAS

On behalf of the HCCA we formally request your presence at the Holiday on the Lake Chowder Fest and Tree Lighting. Please see the enclosed schedule of events for December 6th.

Respectfully Submitted,



William A. Shilling, Jr., Esq.

Holiday on the Lake Chairman



**TOWN OF CARMEL
SOUND AMPLIFICATION PERMIT APPLICATION**

No. _____

Ann Spofford, Town Clerk
Town Hall - 60 McAlpin Avenue
Mahopac, NY 10541
845.628.1500

Applicant Name: Hamlet of Carmel Civic Association
Applicant Address: PO Box 848, Carmel, NY 10512
Applicant Telephone Number: 845 225-8835
Name and Address of Owner of Premises: R+D Music, 56 Glenida Avenue,
Carmel, NY 10512
Location of Premises for which Permit is Sought: R+D Music and Lake Glenida
Date of Event: 11-22-2014 through 12-31-2014 Hours: From: 9:00 AM To: 5:00 PM
Identify Type of Sound System: speakers as per town code
Volume of Sound to be used (measured by decibels or other efficient method): as per code

Type of Event: Tree Lighting, parade, chowder festival Date of Application: 11-4-14

No permit can be issued for any location within 500 feet of a school, courthouse or place of worship during the hours of such institutions nor within 500 feet of a hospital or institution at any time.

Issuance of this permit shall not be construed to relieve the operator of any loudspeaker device or the owner or lessee of any premises wherein the same is used, from any determination that such device is a nuisance.

Operation of any loudspeaker or similar device is prohibited before 10:00 a.m. or after 8:00 p.m. Sunday through Thursday; before 10:00 a.m. or after 11:59 p.m. on Friday and Saturday; before 10:00 a.m. or after 11:59 p.m. on Federal Holidays or any other day as designated by resolution of the Town Board.

Each permit issued by the Town Clerk shall be valid for a period not to exceed three (3) calendar days.

Subsequent to the issuance of any permit by the Clerk pursuant to this Chapter, no additional permit shall be issued for the same parcel or property, regardless of ownership thereof, prior to thirty (30) calendar days having elapsed since the expiration of the prior permit issued for said parcel or property.

I hereby acknowledge receipt of a copy of Chapter 104 of the Town of Carmel Code, Noise / Article I, Sound Amplifying and Reproducing Equipment, regulating the use of loud speakers, amplifiers and similar devices.

I have complied with the provisions §104-6(C) of this Chapter by providing written notification to the owner(s) of each improved parcel or property located within fifty (50) feet of any boundary of my property, that issuance of a sound amplification permit is being sought for said property on the dates and times shown above.

Signature: _____ Title: member

Sworn to before me this 4th day of November, 2014

Notary Public

BETTY MORAIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MO5069308
Qualified in Putnam County
Commission Expires November 25, 2014

Police Department Review: M. Cazzan
Signature

Approved by: _____
Town Clerk, Town of Carmel

Date: _____

Revised 11.26.13

Fee Schedule	
Residential - 1 Day	\$ 50.00
Commercial - 1 Day	\$100.00

**RESOLUTION AUTHORIZING SUBMISSION OF STATEMENT OF DELINQUENT TOWN
OF CARMEL WATER DISTRICT & SEWER DISTRICT CHARGES FOR LEVYING
ON THE 2015 COUNTY & TOWN TAX**

RESOLVED, that the Town Board of the Town of Carmel, pursuant to Section 198 of the Town Law, hereby authorized submission of the statements of delinquent water and sewer charges for the Town's Water and Sewer Districts prepared by the Town Comptroller's Office and attached hereto and made a part hereof, to the Putnam County Legislature for the levying of such charges on the 2015 County and Town Tax Bill.

#4

<u>RPS Code</u>	<u>Fund</u>	<u>District</u>	<u>Description</u>	<u>Amount</u>
WD033	601	CWD #1	Delinquent Water Rents	\$ 10,206.00
WD001	602	CWD #2	Delinquent Water Rents	107,718.14
WD002	603	CWD #3	Delinquent Water Rents	28,953.07
WD003	604	CWD #4	Delinquent Water Rents	15,935.88
WD012	605	CWD #5	Delinquent Water Rents	1,267.31
WD013	606	CWD #6	Delinquent Water Rents	7,585.51
WD023	607	CWD #7	Delinquent Water Rents	5,397.35
WD020	608	CWD #8	Delinquent Water Rents	42,705.57
WD022	609	CWD #9	Delinquent Water Rents	12,963.00
WD025	610	CWD #10	Delinquent Water Rents	14,962.57
WD024	612	CWD #12	Delinquent Water Rents	7,852.55
WD029	613	CWD #13	Delinquent Water Rents	2,580.09
WD030	614	CWD #14	Delinquent Water Rents	11,969.49
WD028	622	CWD #22	Delinquent Water Rents	201.32
Total Delinquent Water Rents				<u>\$270,297.85</u>

Out of District Charges:

WD003	604	CWD #4	Out of District Charges Unpaid	\$ 1,385.70
WD020	608	CWD #8	Out of District Charges Unpaid	840.00
WD028	622	CWD #2 ext	Out of District Charges Unpaid	4,050.00
SW002	702/882	CSD #2	Out of District Charges Unpaid	2,072.76
SW003	703/873	CSD #3	Out of District Charges Unpaid	90.75
SW021	878	CSD #8	Out of District Charges Unpaid	<u>27,802.50</u>
Total Out of District Charges				<u>\$36,241.71</u>

GRAND TOTAL WATER & SEWER DISTRICTS LEVY \$ 306,539.56

Resolution

Offered by: _____

Seconded by: _____

☒ Work Session 11/25/14

☐ Agenda _____

Roll Call Vote:

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

December 3, 2014

Pasquerello, Anne

#5

From: Mike Simone <msimone@bestweb.net>
Sent: Thursday, November 20, 2014 1:11 PM
To: Schmitt, Kenneth; [REDACTED]; Lupinacci, John; McDonough, Suzanne; Schneider, Jonathan; Lombardi, Frank
Cc: Pasquerello, Anne; Maxwell, Mary Ann; [REDACTED]
Subject: Agenda Request - Purchase of Diesel Fuel from NYS OGS Group # 05602, Bid Award # 22781
Attachments: NYS Diesel Bid 11-15-14.pdf

☒ Work Session 11/25/14

☐ Agenda _____

Please place the Highway Department on the Agenda:

Purchase of Item #111 - Premium Diesel from NYS OGS Group # 05602, Bid Award #22781
Contract Awarded to: Heritagenergy, Inc #PC66703
Price per Gallon: 1D \$3.6819/2D \$3.2810 – plus current fuel adjustment

Attached is the contract. Annually, the Town completes a letter to NYS regarding its diesel fuel consumptions needs – that is not available at this time; it has been requested from the Comptroller's Office.

Michael Simone

Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471

State of New York Executive Department
Office Of General Services
NYS Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 05602 Diesel Fuel, Ultra-Low Sulfur and Bio-Diesel (On-Road Use Only)(Statewide) Classification Code(s): 15
Award Number	:	<u>22781</u> (Replaces Award 22684)
Contract Period	:	November 15, 2014 – November 10, 2016
Bid Opening Date	:	June 26, 2014
Date of Issue	:	November 14, 2014
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Pages 2-3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Stephanie Laffin Title : Contract Management Specialist Phone : 518-473-9440 Fax : 518-486-6867 E-mail : Stephanie.Laffin@ogs.ny.gov	NYS Procurement (NYSPRO) Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

Description

<p>The purpose of this Award is to provide Authorized Users with a means of acquiring various types of Ultra Low Sulfur Diesel Fuel (ULSD) for on-road use only. The product shall be Contractor furnished, delivered and unloaded as specified herein. The pricing included in this document is the pricing bid by the contractors. For current pricing please go to the Pricing Information link on the Award page.</p>

(continued)

For links to the current Prices, Contractor contact information and Contract Terms and For links to the current Prices, Contractor contact information and Contract Terms and Conditions for this Award, please see the Contractor Information page located on the <http://www.ogs.ny.gov/purchase/spg/awards/0560222781can.htm>

PC 66700	ADIRONDACK ENERGY PRODUCTS, INC. 17 JUNCTION ROAD MALONE, NY 12953-0355 Fed ID #: 141719550 NYS Vendor ID #: 1000007084	Sean Burke 518-483-3835 FAX – 518-483-2005 E-mail: sean@adirondackenergy.com Web Site: www.adirondackenergy.com
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PC66701	GOETZ ENERGY CORP. 78 Sawyer Avenue Tonawanda, NY 14150 Fed ID #: 16-0450990 NYS Vendor ID #: 1000007438	Barbara C. Jackson 716-824-1298 Fax No.: 716-824-1278 E-Mail: BJackson@goetzenergy.com
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PC 66702	GLOBAL MONTELLO GROUP CORP. 800 SOUTH ST. WALTHAM, MA 02454 Fed ID #: 043443028 NYS Vendor ID #: 1100005467 Guarantee Delivery – 2 days A/R/O Emergency Delivery – Same Dayh	Bids Group (Christina Fortin, Katie Doherty, Mike Smith) 781-398-4003 FAX NO.: 781-398-9213 E-mail: BIDS@GLOBALP.com Web Site: www.globalp.com
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PC66703	HERITAGENERGY INC. PO BOX 797 LAKE KATRINE, NY 12449 Fed ID #: 141463572 NYS Vendor ID #: 1000051453 Guarantee Delivery – 48 hrs. Emergency Delivery – 24 hrs.	Anne Larkin-Ede 800-451-3835 845-336-2000 Ext. 3306 FAX NO.: 845-336-7410 E-mail: aede@heritagenery.com Putnam 25 Delaware Avenue, Kingston, NY 12401 Patrick Garraghan Chief Financial Officer 845-336-2000
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PC66704	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY 1 BOOTH LANE ALBANY, NY 12211 Fed ID #: 146024844 NYS Vendor ID #: 1000007301	David Borger 518-438-7856 FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com
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OGS CONTRACT NUMBER	CONTRACTOR & ADDRESS	CONTACT INFORMATION
PC66705	MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS THE METROCENTER PO BOX 5306 49 COURT STREET BINGHAMTON, NY 13902 Fed ID #: 150552668 NYS Vendor ID #: 1000007358 Emergency Delivery – 12 – 24 hrs.	Joseph DEsti 607-352-2958 FAX NO.: 607-584-5133 E-mail: joseph.desti@mirabito.com Web Site: www.mirabito.com
PC66707	SPRAGUE OPERATING RESOURCES LLC 185 INTERNATIONAL DRIVE PORTSMOUTH, NH 03801 Fed ID #: 020415440 NYS Vendor ID #: 1000005203 Guarantee Delivery – 48 hrs. Emergency Delivery – 24 hrs.	Customer Service 800-880-6037 FAX NOS.: 914-517-2640 E-mail: customercare@spragueenergy.com Web Site: www.spragueenergy.com All Awarded One Bay Boulevard, Lawrence, NY Burr J. Mosher III Director 914-328-6726 Barry V. Panicola Director 516-622-7091
PC66708	SUPERIOR PLUS ENERGY SERVICES, INC. D/B/A GRIFFITH ENERGY 1870 WINTON ROAD SOUTH ROCHESTER, NY 14618 Fed ID #: 160736353 NYS Vendor ID #: 1000007474	Paul Tandlmayer 800-724-2552 FAX NO.: 877-776-9358 E-mail: ptandlmayer@griffithenergy.com Web Site: www.griffithenergy.com

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

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

(See "Contract Payments" and "Contract Billings and Payments" in this document.)

AGENCIES SHOULD NOTIFY NYSPRO 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 NYS PROCUREMENT.

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.

AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. For current pricing please go to the Pricing Information link on the Award page.

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Albany	1	Diesel Regular	618,165	3.2204	3.5693	0.0202	Heritagenergy
Albany	2	Diesel Premium	542,687	3.2404	3.5693	0.0202	Heritagenergy
Albany	3	ULSD 2D BIO (B5)	327,445	3.3839	3.7552	0.0000	Main Care
Allegany	4	Diesel Regular	168,200	3.4795	3.8881	0.1000	Superior Plus
Allegany	5	Diesel Premium	26,000	3.5095	3.8881	0.1000	Superior Plus
Allegany	6	ULSD 2D BIO (B5)	112,368	3.5433	4.0481	0.1000	Superior Plus
Bronx	7	ULSD 2D BIO (B5)	14,000	3.6430	3.9254	0.0000	Sprague
Broome	8	Diesel Regular	810,030	3.4392	3.4778	0.1408	Mirabito
Broome	9	Diesel Premium	873,770	3.4313	3.4878	0.1408	Mirabito
Broome	10	ULSD 2D BIO (B5)	238,375	3.8093	3.8128	0.4558	Mirabito
Cattaraugus	11	Diesel Regular	361,300	3.5245	3.8031	0.0800	Superior Plus
Cattaraugus	12	Diesel Premium	27,500	3.5545	3.8031	0.0800	Superior Plus
Cattaraugus	13	ULSD 2D BIO (B5)	171,672	3.5433	4.0481	0.0800	Superior Plus
Cayuga	14	Diesel Regular	53,250	3.4040	3.6675	0.0900	Superior Plus
Cayuga	15	Diesel Premium	13,000	3.4340	3.6675	0.0900	Superior Plus
Cayuga	16	ULSD 2D BIO (B5)	89,164	3.8989	3.9024	0.5454	Mirabito
Chautauqua	17	Diesel Regular	600,900	3.5095	3.8031	0.0800	Superior Plus
Chautauqua	18	Diesel Premium	110,000	3.5395	3.8031	0.0800	Superior Plus
Chautauqua	19	ULSD 2D BIO (B5)	238,324	3.5433	3.9581	0.0800	Superior Plus
Chemung	21	Diesel Premium	101,000	3.4440	3.7175	0.1000	Superior Plus
Chemung	22	ULSD 2D BIO (B5)	47,285	3.7476	3.7675	0.1000	Superior Plus
Chenango	23	Diesel Regular	163,050	3.5713	3.6087	0.2578	Mirabito
Chenango	24	ULSD 2D BIO (B5)	135,633	3.8758	3.8797	0.5288	Mirabito
Clinton	25	Diesel Regular	171,650	3.4168	3.5252	0.0700	Superior Plus
Clinton	26	ULSD 2D BIO (B5)	136,467	3.9932	3.7992	0.0000	Adirondack
Clinton	27	ULSD 2D BIO (B10)	5,000	4.0432	3.7992	0.0000	Adirondack

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Columbia	28	Diesel Regular	65,175	3.2192	3.6077	0.0202	Heritagenergy
Columbia	29	Diesel Premium	32,000	3.2617	3.6077	0.0202	Heritagenergy
Columbia	30	ULSD 2D BIO (B5)	103,318	3.5201	3.8629	0.0000	Main Care
Cortland	31	Diesel Regular	35,000	3.3990	3.6575	0.0700	Superior Plus
Cortland	32	Diesel Premium	500	3.4290	3.6575	0.0700	Superior Plus
Cortland	33	ULSD 2D BIO (B5)	89,738	3.8713	3.9179	0.5224	Mirabito
Delaware	34	Diesel Regular	221,250	3.4985	3.5320	0.3255	Mirabito
Delaware	35	ULSD 2D BIO (B5)	141,494	3.7688	3.7926	0.5858	Mirabito
Delaware	36	ULSD 2D BIO (B20)	10,000	3.8472	3.9008	0.5858	Mirabito
Dutchess	37	Diesel Regular	293,408	3.2204	3.6518	0.0202	Heritagenergy
Dutchess	38	Diesel Premium	818,613	3.2429	3.6518	0.0202	Heritagenergy
Dutchess	39	ULSD 2D BIO (B5)	263,128	3.9239	3.9754	0.6500	Mirabito
Dutchess	40	ULSD 2D BIO (B20)	123,000	4.0018	4.0367	0.6500	Mirabito
Erie	41	Diesel Regular	959,273	3.3165	3.8772	0.0000	Goetz
Erie	42	Diesel Premium	314,300	3.3240	3.8772	0.0000	Goetz
Erie	43	ULSD 2D BIO (B5)	475,922	3.3417	3.8772	0.0000	Goetz
Erie	44	ULSD 2D BIO (B20)	9,500	3.3229	3.8772	0.0000	Goetz
Essex	45	Diesel Regular	381,283	3.4412	3.5852	0.0900	Superior Plus
Essex	46	Diesel Premium	15,000	3.4718	3.5852	0.0900	Superior Plus
Essex	47	ULSD 2D BIO (B5)	17,813	4.1932	3.8492	0.0000	Adirondack
Franklin	48	Diesel Regular	125,000	3.5482	3.5932	0.0000	Adirondack
Franklin	49	ULSD 2D BIO (B5)	128,698	3.9632	3.7992	0.0000	Adirondack
Fulton	50	Diesel Regular	16,000	3.3114	3.7281	0.0200	Global Montello
Fulton	51	Diesel Premium	150,000	3.3364	3.7281	0.0200	Global Montello
Fulton	52	ULSD 2D BIO (B5)	48,157	3.5139	3.7552	0.0000	Main Care
Genesee	53	Diesel Regular	65,000	3.3453	3.9060	0.0000	Goetz
Genesee	54	ULSD 2D BIO (B5)	47,228	3.4317	3.9060	0.0000	Goetz
Greene	55	Diesel Regular	36,900	3.2592	3.6077	0.0202	Heritagenergy
Greene	56	ULSD 2D BIO (B5)	123,230	3.5202	3.8629	0.0000	Main Care

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Hamilton	57	Diesel Regular	168,412	3.3920	3.7052	0.0000	Main Care
Hamilton	58	ULSD 2D BIO (B5)	29,468	3.5489	3.7552	0.0000	Main Care
Herkimer	59	Diesel Regular	105,000	3.2975	3.3255	0.1425	Mirabito
Herkimer	60	Diesel Premium	144,000	3.3153	3.3356	0.1425	Mirabito
Herkimer	61	ULSD 2D BIO (B5)	73,221	3.4752	3.6450	0.0000	Superior Plus
Jefferson	62	Diesel Regular	403,550	3.2651	3.5550	0.0800	Superior Plus
Jefferson	63	Diesel Premium	67,000	3.2951	3.5550	0.0800	Superior Plus
Jefferson	64	ULSD 2D BIO (B5)	221,001	3.8229	3.8850	0.6545	Mirabito
Kings	65	Diesel Regular	21,000	3.5878	3.8773	0.0000	Sprague
Lewis	66	Diesel Regular	245,750	3.2676	3.6050	0.0700	Superior Plus
Lewis	67	ULSD 2D BIO (B5)	30,724	3.8733	3.8935	0.6422	Mirabito
Livingston	68	Diesel Regular	246,100	3.4587	3.4587	0.1092	Mirabito
Livingston	69	Diesel Premium	9,000	3.4587	3.4587	0.0492	Mirabito
Livingston	70	ULSD 2D BIO (B5)	74,152	3.4587	3.4587	0.0492	Mirabito
Madison	71	Diesel Regular	194,157	3.4429	3.4899	0.1444	Mirabito
Madison	72	Diesel Premium	4,953	3.3940	3.7175	0.0550	Superior Plus
Madison	73	ULSD 2D BIO (B5)	41,231	3.8809	3.8909	0.5454	Mirabito
Monroe	74	Diesel Regular	1,283,000	3.4587	3.5117	0.1227	Mirabito
Monroe	75	Diesel Premium	2,228,900	3.4587	3.5077	0.1187	Mirabito
Monroe	76	ULSD 2D BIO (B5)	294,606	3.4587	3.4587	0.0492	Mirabito
Montgomery	77	Diesel Regular	222,700	3.3014	3.7081	0.0200	Global Montello
Montgomery	78	Diesel Premium	39,000	3.3214	3.7081	0.0200	Global Montello
Montgomery	79	ULSD 2D BIO (B5)	87,564	3.5139	3.7552	0.0000	Main Care
Nassau	80	Diesel Regular	1,083,592	3.2595	3.2790	0.0200	Global Montello
Nassau	81	Diesel Premium	508,758	3.2770	3.2790	0.0200	Global Montello
Nassau	82	ULSD 2D BIO (B5)	342,048	3.3807	3.6733	0.0000	Sprague
New York	83	ULSD 2D BIO (B5)	60,000	3.4912	3.7736	0.0000	Sprague

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Niagara	84	Diesel Regular	232,900	3.3165	3.8772	0.0000	Goetz
Niagara	85	Diesel Premium	204,100	3.3240	3.8772	0.0000	Goetz
Niagara	86	ULSD 2D BIO (B5)	83,395	3.3417	3.8772	0.0000	Goetz
Niagara	87	ULSD 2D BIO (B20)	9,000	3.3229	3.8772	0.0000	Goetz
Oneida	88	Diesel Regular	1,176,177	3.2820	3.3238	0.1488	Mirabito
Oneida	89	Diesel Premium	78,500	3.3638	3.3638	0.1888	Mirabito
Oneida	90	ULSD 2D BIO (B5)	308,236	3.4752	3.6350	0.0550	Superior Plus
Oneida	91	ULSD 2D BIO (B20)	10,000	3.7366	3.7366	0.5288	Mirabito
Onondaga	92	Diesel Regular	304,325	3.4284	3.4673	0.1355	Mirabito
Onondaga	93	Diesel Premium	35,750	3.3840	3.6375	0.0550	Superior Plus
Onondaga	94	ULSD 2D BIO (B5)	322,139	3.8953	3.8953	0.5444	Mirabito
Ontario	95	Diesel Regular	282,600	3.4437	3.7981	0.0800	Superior Plus
Ontario	96	Diesel Premium	684,000	3.4737	3.7981	0.0800	Superior Plus
Ontario	97	ULSD 2D BIO (B5)	45,362	3.5233	3.9881	0.0800	Superior Plus
Orange	98	Diesel Regular	765,733	3.2204	3.6077	0.0202	Heritagenergy
Orange	99	Diesel Premium	436,750	3.2404	3.6077	0.0202	Heritagenergy
Orange	100	ULSD 2D BIO (B5)	86,542	3.8573	3.8813	0.5454	Mirabito
Orleans	101	Diesel Regular	87,700	3.3333	3.8940	0.0000	Goetz
Orleans	102	Diesel Premium	6,500	3.3408	3.8940	0.0000	Goetz
Orleans	103	ULSD 2D BIO (B5)	30,886	3.3585	3.8940	0.0000	Goetz
Oswego	104	Diesel Regular	473,900	3.2599	3.2953	0.1255	Mirabito
Oswego	105	Diesel Premium	58,500	3.3526	3.3821	0.1555	Mirabito
Oswego	106	ULSD 2D BIO (B5)	79,182	3.7430	3.7534	0.5454	Mirabito
Oswego	107	ULSD 2D BIO (B20)	5,000	3.7969	3.7969	0.5454	Mirabito
Otsego	108	Diesel Regular	42,000	3.4584	3.4678	0.2828	Mirabito
Otsego	109	ULSD 2D BIO (B5)	175,092	3.7190	3.7234	0.5454	Mirabito
Putnam	110	Diesel Regular	35,000	3.2620	3.6819	0.0202	Heritagenergy
Putnam	111	Diesel Premium	126,000	3.2810	3.6819	0.0202	Heritagenergy
Putnam	112	ULSD 2D BIO (B5)	161,706	3.3589	3.8174	0.0000	Sprague
Queens	113	Diesel Regular	22,000	3.4439	3.7344	0.0000	Sprague
Queens	114	ULSD 2D BIO (B20)	200,000	3.4032	3.7088	0.0000	Sprague

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County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Rensselaer	115	Diesel Regular	306,200	3.3314	3.3580	0.1545	Mirabito
Rensselaer	116	Diesel Premium	33,000	3.2577	3.5693	0.0202	Heritagenergy
Rensselaer	117	ULSD 2D BIO (B5)	84,786	3.3839	3.7552	0.0000	Main Care
Rockland	118	Diesel Regular	250,125	3.2441	3.6077	0.0202	Heritagenergy
Rockland	119	Diesel Premium	401,010	3.2577	3.6077	0.0202	Heritagenergy
Rockland	120	ULSD 2D BIO (B5)	218,073	3.3865	3.8451	0.0000	Sprague
Rockland	121	ULSD 2D BIO (B20)	25,000	3.3616	3.8191	0.0000	Sprague
St Lawrence	122	Diesel Regular	253,100	3.4271	3.5552	0.0700	Superior Plus
St Lawrence	123	Diesel Premium	13,500	3.4571	3.5552	0.0700	Superior Plus
St Lawrence	124	ULSD 2D BIO (B5)	197,633	3.9922	3.7922	0.0000	Adirondack
St Lawrence	125	ULSD 2D BIO (B10)	8,000	4.0732	3.8022	0.0000	Adirondack
St Lawrence	126	ULSD 2D BIO (B20)	17,000	4.1232	3.8522	0.0000	Adirondack
Saratoga	127	Diesel Regular	551,400	3.3627	3.3939	0.1888	Mirabito
Saratoga	128	Diesel Premium	175,000	3.3938	3.4215	0.2154	Mirabito
Saratoga	129	ULSD 2D BIO (B5)	161,580	3.4639	3.7552	0.0000	Main Care
Schenectady	130	Diesel Regular	743,024	3.2412	3.5563	0.0202	Heritagenergy
Schenectady	131	ULSD 2D BIO (B5)	73,042	3.3839	3.7552	0.0000	Main Care
Schoharie	132	Diesel Regular	27,000	3.4678	3.4678	0.2828	Mirabito
Schoharie	133	Diesel Premium	1,000	3.3870	3.7192	0.0000	Main Care
Schoharie	134	ULSD 2D BIO (B5)	59,529	3.5139	3.7552	0.0000	Main Care
Schoharie	135	ULSD 2D BIO (B20)	8,000	3.5195	3.7552	0.0000	Main Care
Schuyler	136	Diesel Regular	98,075	3.4640	3.8175	0.0500	Superior Plus
Schuyler	137	ULSD 2D BIO (B5)	26,333	3.6776	4.0175	0.0500	Superior Plus
Seneca	138	Diesel Regular	199,000	3.3940	3.7175	0.0800	Superior Plus
Seneca	139	Diesel Premium	65,000	3.4240	3.7175	0.0800	Superior Plus
Seneca	140	ULSD 2D BIO (B5)	35,997	3.8176	4.2175	0.0800	Superior Plus
Steuben	141	Diesel Regular	1,103,900	3.4640	3.7975	0.0800	Superior Plus
Steuben	142	Diesel Premium	52,500	3.4940	3.7975	0.0800	Superior Plus
Steuben	143	ULSD 2D BIO (B5)	186,126	3.7076	4.0575	0.0800	Superior Plus

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Suffolk	144	Diesel Regular	251,169	3.2595	3.2790	0.0200	Global Montello
Suffolk	145	Diesel Premium	3,320,531	3.2770	3.2790	0.0200	Global Montello
Suffolk	146	ULSD 2D BIO (B5)	1,317,960	3.3148	3.6094	0.0000	Sprague
Suffolk	147	ULSD 2D BIO (B20)	20,000	3.2985	3.6034	0.0000	Sprague
Sullivan	148	Diesel Regular	93,086	3.1953	3.6077	0.0202	Heritagenergy
Sullivan	149	Diesel Premium	334,100	3.2328	3.6077	0.0202	Heritagenergy
Sullivan	150	ULSD 2D BIO (B5)	70,698	3.6026	3.8629	0.0000	Main Care
Tioga	151	Diesel Regular	301,087	3.5140	3.7675	0.1200	Superior Plus
Tioga	152	ULSD 2D BIO (B5)	56,552	3.7176	4.0275	0.1200	Superior Plus
Tompkins	153	Diesel Regular	347,500	3.3940	3.7175	0.0750	Superior Plus
Tompkins	154	Diesel Premium	51,000	3.4240	3.7175	0.0750	Superior Plus
Tompkins	155	ULSD 2D BIO (B5)	40,636	3.7176	4.0275	0.0750	Superior Plus
Tompkins	156	ULSD 2D BIO (B20)	21,000	3.9674	3.9674	0.5454	Mirabito
Tompkins	157	ULSD 2D BIO (B10)	21,000	3.9674	3.9674	0.5454	Mirabito
Ulster	158	Diesel Regular	668,645	3.1953	3.6077	0.0202	Heritagenergy
Ulster	159	Diesel Premium	257,496	3.2328	3.6077	0.0202	Heritagenergy
Ulster	160	ULSD 2D BIO (B5)	125,465	3.6026	3.8629	0.0000	Main Care
Warren	161	Diesel Regular	188,900	3.3539	3.7656	0.0200	Global Montello
Warren	162	Diesel Premium	487,000	3.3689	3.7656	0.0200	Global Montello
Warren	163	ULSD 2D BIO (B5)	89,486	3.5139	3.7552	0.0000	Main Care
Washington	164	Diesel Regular	456,600	3.3430	3.7052	0.0000	Main Care
Washington	165	Diesel Premium	68,800	3.3569	3.7192	0.0000	Main Care
Washington	166	ULSD 2D BIO (B5)	51,869	3.4639	3.7552	0.0000	Main Care
Wayne	167	Diesel Regular	277,200	3.4637	3.7981	0.0900	Superior Plus
Wayne	168	Diesel Premium	466,019	3.4937	3.7981	0.0900	Superior Plus
Wayne	169	ULSD 2D BIO (B5)	48,549	3.5233	3.9881	0.0900	Superior Plus
Westchester	170	Diesel Regular	1,477,752	3.2426	3.6881	0.0200	Global Montello
Westchester	171	Diesel Premium	1,006,000	3.2751	3.6881	0.0200	Global Montello
Westchester	172	ULSD 2D BIO (B5)	474,943	3.3971	3.8595	0.0000	Sprague
Westchester	173	ULSD 2D BIO (B20)	36,000	3.4185	3.8870	0.0000	Sprague
Westchester	174	ULSD 2D BIO (B10)	2,500	3.4112	3.8920	0.0000	Sprague

County	Item No.	Fuel Grade	Fuel Requirements	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount	Contractor
Wyoming	175	Diesel Regular	25,000	3.4637	3.8181	0.0800	Superior Plus
Wyoming	176	ULSD 2D BIO (B5)	90,143	3.5233	3.9881	0.0800	Superior Plus
Yates	177	Diesel Regular	100,000	3.4140	3.7675	0.0500	Superior Plus
Yates	178	ULSD 2D BIO (B5)	31,043	3.7376	4.0675	0.0500	Superior Plus

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EMERGENCY DELIVERY PROVISION: In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the contractor for any county in which the emergency or disaster is officially declared shall be prepared to provide continuous twenty-four hour service as directed by the State. For the purpose of maintaining necessary communications and services, the bidder shall designate, in the space provided below, a primary and, if available, a secondary contact person or title. The contractor guarantees that the persons so designated will be available throughout the emergency.

EMERGENCY CONTACTS

<u>County</u>	<u>Terminal Address</u>	<u>Contact Person</u>	<u>Title</u>	<u>Phone Number(s)</u>
Adirondack				
Franklin	17 Junction Rd, Malone NY	Sean Burke	Manager	518-483-3835
St. Lawrence	17 Junction Rd, Malone NY	Sean Burke	Manager	518-483-3835
Clinton	25 Monroe Way, Plattsburgh, NY	Sean Burke	Manager	518-483-3835
Essex	25 Monroe Way, Plattsburgh, NY	Sean Burke	Manager	518-483-3835

Global Mantello				
All Counties On Bid		Curtis LeColst	Dispatch Manager	1-800-826-5686
All Counties On Bid		Dispatch Personnel		1-800-826-5686

Goetz				
Erie	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324
Niagara	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324
Genesee	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324
Orleans	87 Sawyer Ave., Tonawanda, NY 14150	Leo Figini / Barb Jackson	Dispatcher/Manager	716-824-1298 / 716-876-4324

Heritagenergy				
Albany	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Columbia	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Dutchess	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Greene	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Orange	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Putnam	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Rensselaer	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Rockland	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Schenectady	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Sullivan	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000
Ulster	25 Delaware Avenue, Kingston, NY 12401	Patrick Garraghan	Chief Financial Officer	845-336-2000

Main Care

Albany	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Columbia	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Rensselaer	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Saratoga	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Schenectady	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Schoharie	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Sullivan	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Ulster	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Warren	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856
Washington	1 Booth La., Albany, NY 12211	David Borger	Operations Manager	518-438-7856

Mirabito

Broome		Vince Rafferty	Branch Manager	607-237-5409
Cayuga		Laurie Spring	Branch Manager	315-732-2107
Chenango		Earl Renwick	Branch Manager	607-334-3810
Cortland		Vince Rafferty	Branch Manager	607-237-5409
Delaware		Steve Tacey	Branch Manager	518-765-9334
Dutchess		Ralph Mills	Branch Manager	845-742-6750
Herkimer		Laurie Spring	Branch Manager	315-732-2107
Jefferson		Laurie Spring	Branch Manager	315-732-2107
Lewis		Laurie Spring	Branch Manager	315-732-2107
Livingston		Laurie Spring	Branch Manager	315-732-2107
Madison		Dan Fitzgerald	Branch Manager	315-466-7514
Monroe		Laurie Spring	Branch Manager	315-732-2107
Oneida		Laurie Spring	Branch Manager	315-732-2107
Onondaga		Dan Fitzgerald	Branch Manager	315-466-7514
Orange		Ralph Mills	Branch Manager	845-742-6750
Oswego		Laurie Spring	Branch Manager	315-732-2107
Otsego		Steve Tacey	Branch Manager	518-765-9334
Rensselaer		Steve Tacey	Branch Manager	518-765-9334
Saratoga		Steve Tacey	Branch Manager	518-765-9334
Schoharie		Steve Tacey	Branch Manager	518-765-9334
Tompkins		Vince Rafferty	Branch Manager	607-237-5409

Sprague

All Awarded	One Bay Boulevard, Lawrence, NY	Burr J. Mosher III	Director	914-328-6726
All Awarded	One Bay Boulevard, Lawrence, NY	Barry V. Panicola	Director	516-622-7091

Superior Plus

All	Central Dispatch	Central Dispatch		1-800-955-5992
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REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

NOTE TO CONTRACTOR:

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

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

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

CONTRACT BILLINGS AND PAYMENTS:

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

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

- b) **Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment.** The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at cpayments@osc.state.ny.us. 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. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

- 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.

NEW ACCOUNTS

Contractor may ask State agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State contracts, agency code, name, address, and contact person. Authorized Users shall not be required to provide credit references.

MINIMUM ORDER SIZE

Minimum delivery shall be not less than 250 gallons to each tank at each delivery location (site) as determined by the delivery schedule.

Purchases of less than the minimum order size qualify for contract pricing at Contractor's discretion, including tank top-offs for tank testing. However, in no case shall pricing exceed Contractor's normal retail pricing for purchase of less than 250 gallons, regardless of delivery circumstances.

DELIVERY

After receipt of a purchase order from an Authorized User, delivery shall be expressed by Contractor in number of calendar days required to make delivery. Product is required as soon as possible. Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, NYS Procurement. Upon mutual agreement, delivery locations may be expanded per the Extension of Use clause.

SHIPPING CHARGES

Prices for all Items include all customs duties and charges for delivery, and are net FOB destination for delivery to any location designated by the Authorized User within a given County in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the Extension of Use clause.

EXTENSION OF USE

Any Contract referenced in this Award 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.

INVOICES

In billing for winter mixes, invoices will include current Contract price for each grade, type mixture furnished and computation of total price.

EXAMPLE - Delivery of 4000 gallons of 2D/1D winter mix at a 1/1 ratio:

2,000 gals. x Adjusted 2D price = total cost of 2D product
+2,000 gals. x Adjusted 1D price = total cost of 1D product
Invoice Total = total cost for delivery

NOTE: "If additives rather than kerosene is used to provide winter protection, the Contractor is allowed to charge market price for the additive, and as with kerosene, list the price as a separate line item on the invoice."

22781a/T03

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

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

Contract No.: _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

#6

Pasquerello, Anne

From: Mike Simone <msimone@bestweb.net>
Sent: Thursday, November 20, 2014 12:48 PM
To: Schmitt, Kenneth; [REDACTED]; Lupinacci, John; McDonough, Suzanne; Schneider, Jonathan; Lombardi, Frank
Cc: Pasquerello, Anne; Maxwell, Mary Ann; [REDACTED]
Subject: Agenda Request - Purchase of Fall Street-Line Painting from PC Bid Award #RFP-19-14
Attachments: PC BID AWARD #RFP-19-14.pdf

Please place the Highway Department on the Agenda:

Purchase of Painting of Reflectorized Pavement Stripes per the Putnam County Contract Award Notification #RFP-19-14
Contract Awarded to: Atlantic Pavement Marking, Inc
Anticipated amount for annual fall road line painting in the Town of Carmel: \$14,256.40

Attached for backup is the PC Bid Award #RFP-19-14

Michael Simone

Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471

☒ Work Session 11/25/14
☐ Agenda _____

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

PAGE: 30

TITLE: PAINTING OF STRIPES ON COUNTY
ROADS

BID NUMBER: RFB-19-14

TOTAL BID PRICE FOR ALL ITEMS

\$ 98,825

Upon receipt of all approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of:
i) letter of acceptance; ii) a fully executed contract; or iii) a Purchase Order authorized by the Commissioner

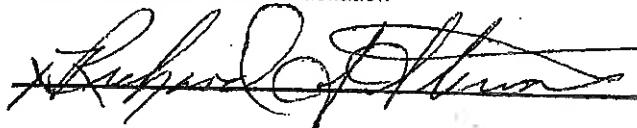
Print Name:

RICHARD J. STEWART

Name of person responsible for this solicitation

By signing this solicitation, I acknowledge that I have downloaded, read, and accept Appendix A-General Terms and Conditions for this solicitation

Signature:



Email Address:

dawn@atl-pave-marking.com

Direct Phone Number:

203. 758-0800

Fax Number:

203. 758-0733

I acknowledge the receipt of

all

addendums

Date:

8/13/14

The quantities listed are estimates for bid purposes and represent only the work the County may decide to do. The County reserves the right to have the Contractor perform all or any portion of the listed repairs.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Putnam.



PURCHASING AND CENTRAL SERVICES

Telephone No.: (845) 808-1088

Fax No.: (845) 808-1914

Contract Award Notification

Title: Painting of Reflectorized Pavement Stripes on County Highways

Contract Period: SEPTEMBER 1, 2014 – AUGUST 31, 2015

Bid Opening Date: August 13, 2014

BID No: RFB-19-14

Authorized User: County of Putnam Exclusively & Political Subdivisions

Description: Painting of Reflectorized Pavement Stripes on County Highways

Contractor Information: Atlantic Pavement Marking, Inc.
15 Industrial Road
Prospect, CT 06712
(203)758-0800

PURCHASING AGENT:

Alex Mazzotta

DATE:

8/15/14

DEPARTMENT HEAD:

Bob Pera

DATE:

8/28/14

COUNTY EXECUTIVE:

Maryellen O'Neil

DATE:

9.4.14

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

TITLE: PAINTING OF STRIPES ON COUNTY
ROADS

BID NUMBER: RFB-19-14

PARTICULAR BID SPECIFICATIONS

PAINTING REFLECTORIZED PAVEMENT STRIPES ON COUNTY HIGHWAYS

I. GENERAL:

All final, interim, and temporary markings shall be furnished and applied in locations directed by the Commissioner in accordance with the Manual of Uniform Traffic Control Devices and the Standard Specifications, Construction and Materials prepared by the New York State Department of Transportation Office of Engineering, dated May 1, 2008 with all errata and updates, and in particular, provisions of Section 640, unless modified by these Particular Specifications.

It shall be the responsibility of the Bidder, before submitting a bid, to make himself fully familiar with the work to be done. A contractor will be barred from pleading misunderstanding or deception because of estimates of quantities, character of scope of work, location of other conditions surrounding the same.

Work is to begin as directed by the Commissioner or designated representative.

II. SAFETY & MAINTENANCE OF TRAFFIC:

The contractor shall be responsible for conducting operations with all precautions for the safety of the traveling public and its own employees.

Hard hats and orange colored reflective safety vests shall be worn by all personnel working along County highways.

The striping machine shall carry warning signs, supplied by the Bidder, which are adequate in size and clearly visible. A truck, supplied by the Bidder, with warning signs shall follow the striping machine at an adequate distance in order to prevent traffic from tracking wet pavement markings. The Bidder shall place traffic cones on the wet centerline and remove the cones when the centerline is dry.

Flagmen and signs supplied by the Bidder, in accordance with the aforesaid Manual of Uniform Traffic Control Devices shall be used wherever necessary.

The Bidder shall maintain traffic at all times and with as little interference or inconvenience as possible. No County Highway or portion thereof may be closed to traffic at any time.

The Bidder shall take such other safety measures as may be ordered by the Commissioner of Highways & Facilities or his designated representative.

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

TITLE: PAINTING OF STRIPES ON COUNTY
ROADS

BID NUMBER: RFB-19-14

III. DURATION, AWARD BASIS, QUANTITIES, CONTRACTOR QUALIFICATIONS:

This bid shall be in effect from **September 1, 2014 – August 31, 2015**

The contract will be awarded to the lowest responsible bidder meeting these specifications for each of the pavement striping and pavement marking (stop bars, crosswalks, symbols, etc.) categories.

Actual quantities ordered under this contract will be determined by the Commissioner of Highways & Facilities or his authorized agent.

Only contractors experienced with traffic line painting for NYSDOT or at least five (5) Counties are eligible to bid on this work.

Truck mounted equipment with at least two spray guns shall be used.

IV. WORK PERIODS:

Painting shall be done Mondays through Fridays and not on a holiday or the day before or after a Holiday. The major painting work shall be done approximately between May 15th and October 15th. However, due to the necessities of maintenance and construction of the County highways, smaller quantities may be needed from time to time.

V. ROAD AND WEATHER CONDITIONS:

For water based paint, no painting shall be undertaken when the temperature is below 50 degrees Fahrenheit. No water based painting shall be undertaken when the relative humidity is greater than 85%. No water based painting shall be undertaken during period of rain or if rain is imminent unless specifically approved by the Commissioner of Highways & Facilities. Waterborne traffic paint shall not be applied if rain is expected within 4 hours after application.

The Putnam County Department of Highways & Facilities shall be responsible for cleaning the pavement before striping.

The Bidder shall notify the Commissioner or designated representative at least 48 hours prior to starting operations in order for the County to provide any required road cleaning.

VI. LAYOUT:

The Putnam County Department of Highways & Facilities shall provide all layouts for pavement marking and the required lane width. All edge lines shall be placed as measured from the centerline.

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-19-14

VII. WAGES:

The Bidder agrees to pay a minimum wage which shall be equal to the hourly wage as scheduled by the State of New York Department of Labor, for the various classes of occupations required for the indicated work. Such schedule shall include the prevailing wage rates in effect in the County of Putnam in accordance with the provisions of Section 220-D of the New York State Labor Law.

VIII. MATERIAL DELIVERY & STORAGE:

All paint required shall be delivered to the County Highway Facility at 842 Fair Street in the Town of Patterson. Paint shall be delivered in 55-gallon drums prior to the start of work. The County shall be given 24-hour notice before any delivery of paint or beads.

The County will provide outside storage for paint and will provide a forklift to assist with truck unloading only if prior notice of a delivery is given. Inside storage of reflectorized glass beads will be provided if prior notice is given.

The Contractor will remove all excess materials and empty paint drums within sixty (60) days after the completion of the season's final application. By providing storage, the County is not liable for any damages, theft or any other losses that could be incurred by the Contractor who must maintain insurance on the stored materials and clean up any spills that may occur.

IX. QUALITY CONTROL:

The Bidder should only use striping equipment equipped with "Flow Meters" and "Foot Distance Meters" for calibrating and measuring the work performed.

The Bidder will take all necessary and reasonable precautions to insure that motorists using the highways being striped do not get paint on their vehicles. In such event, the bidder will directly respond to and rectify all verifiable incidents of paint damage on such vehicles.

X. QUALITY ASSURANCE:

The Bidder shall be responsible for all complaints from the public arising out of the striping of the County highways. The Bidder must have a "Field Complaint Procedure" in place. **A copy of the "Field Complaint Procedure" should be submitted with the bid.**

XI. INSPECTION:

The Bidder shall advise the Commissioner of Highways & Facilities at least 24 hours before any application is to be done or before resuming work after a delay or postponement. The

COUNTY OF PUTNAM - PURCHASING
 40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
 TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-19-14

Commissioner, or his authorized representative, will inspect the applications of paint on the County Highways & Facilities.

The Commissioner or his authorized representative shall have the authority to stop work, at any time when, in his opinion, the material, workmanship, operation or end product is unsatisfactory or does not comply with N.Y.S.D.O.T. Standard Specifications Section 640-3 as amended or any safety requirement. In case of a Stop Work Order, work shall not be resumed until authorized by the Commissioner or his authorized representative.

Should workmanship not meet the specifications, the Commissioner of Highways & Facilities may, at his own discretion, terminate the contract.

The Commissioner or his designated inspector shall have the right to enter the Contractor's equipment and to read painting unit flow and mileage gauges at any time during work within the County.

XII. RECORDS AND PAYMENT:

The Commissioner or his designated inspector, shall be given a daily report prepared by the Contractor that summarizes the day's work. For each road painted, said report shall show: beginning and ending point, length in miles, lineal feet of painted line applied, gallons of paint and pounds of beads used. The striping machine operator shall verify all daily reports with the County and shall sign said reports.

The required paint wet film thickness application rate for this contract is 20 mils (approximately 20 gallons per 4 inch wide line per mile).

The report shall compare the actual quantities of materials used with the theoretical quantities required by the specified application rates. The County reserves the right to withhold payment from the Contractor for any day's work for which a daily report is not provided.

No payment will be made during the course of each mobilization. Payment will be made for all work after completion of that work, provided such work is satisfactory to the County Engineer. Prior to any payments being made, the Contractor shall submit certification that all labor and material have been paid in full. Copies of certified payrolls are required with each invoice.

XIII. STOP LINES, HATCH LINES, CROSSWALKS AND CROSSBARS (Items No. P640.24 and P640.25):

All provisions of Section 640 shall apply to these items of work, except that Items 640.20 and 640.21 shall be used to pay for only centerlines, lane lines, and edge lines (measured in miles to the closest hundredth, not feet).

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

**TITLE: PAINTING OF STRIPES ON COUNTY
ROADS**

BID NUMBER: RFB-19-14

Stop lines, hatch lines, crosswalk markings and crossbars shall be paid for under Item Nos. P640.24 and P640.25, and shall be measured to the nearest tenth of a square foot of area painted, by calculating the product of the length and width of the markings applied.

XIV. MOBILIZATION (Item No. P699):

The Contractor shall provide a lump sum price for each mobilization requested by the County.

A mobilization shall be defined as the Contractor responding to a single request by the County to paint traffic lines in Putnam County, regardless of quantity. Once all work requested by the County under the mobilization is completed and the Contractor has left the County, that mobilization will be considered completed. Subsequent requests for work by the County will be subject to a new mobilization fee. (The County may add work during the on-going mobilization before the Contractor has left the County without being subject to new mobilization charges.)

The price bid for mobilization shall cover all of the Contractor's costs for supplying labor, equipment and materials to complete the work requested by the County associated with a single request. The Contractor shall begin work for a particular mobilization within five (5) workdays of written notice to proceed. Once mobilized, the Contractor shall work exclusively and continuously on the work requested by the County until completed.

PAINTING OF REFLECTORIZED PAVEMENT STRIPES ON COUNTY HIGHWAYS

BID RESULTS

1

SAFETY MARKING, INC. 460 BOSTWICK AVENUE BRIDGEPORT, CT 06605						ATLANTIC PAVEMENT MARKING, INC. 15 INDUSTRIAL RD. PROSPECT, CT 06712		
ITEM NO.	DESCRIPTION	PAY UNIT	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL
640.2	WHITE PAINT RELECTORIZED PAVEMENT STRIPES -20 MILS	Mile	250	\$218.00	\$54,500.00	250	\$212.00	\$53,000.00
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES -20 MILS	Mile	250	\$220.00	\$55,000.00	250	\$176.00	\$44,000.00
P699	MOBILIZATION	Each	3	\$700.00	\$2,100.00	3	\$0.00	\$0.00
TOTAL BID PRICE ALL ITEMS					\$111,600.00	\$97,000.00		
ITEM NO.	DESCRIPTION	PAY UNIT	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL	EST. QUANTITY	UNIT BID PRICE	SUBTOTAL
640.22	WHITE PAINT REFLECTORIZED PAVEMENT LETTERS -20 MILS	Each	20	\$30.00	\$600.00	20	\$25.00	\$500.00
640.23	WHITE PAINT REFLECTORIZED PAVEMENT SYMBOLS -20 MILS	Each	10	\$45.00	\$450.00	10	\$55.00	\$550.00
P640.24	WHITE PAINT REFLECTORIZED STOP LINES, HATCH LINES, CROSSWALKS AND CROSSBARS--20 MILS	S.F.	500	\$1.15	\$575.00	500	\$0.80	\$400.00
P640.25	YELLOW PAINT REFLECTORIZED HATCH LINES -20 MILS	S.F.	500	\$1.15	\$575.00	500	\$0.75	\$375.00
P699	MOBILIZATION	EACH	3	\$700.00	\$2,100.00	3	\$0.00	\$0.00
TOTAL BID PRICE FOR ALL ITEMS					\$4,300.00	\$1,825.00		
GRAND TOTAL ALL ITEMS					\$115,900.00	\$98,825.00		

#352

LOW BIDDER

BID TERM

September 1, 2014 - August 31, 2015

From: Mike Simone <msimone@bestweb.net>
Sent: Thursday, November 20, 2014 2:27 PM
To: Schmitt, Kenneth; [REDACTED]; Lupinacci, John;
McDonough, Suzanne; Schneider, Jonathan; Lombardi, Frank
Cc: Pasquerello, Anne; Maxwell, Mary Ann; [REDACTED]
Subject: Agenda Request - Purchase of Road Salt from NYS OGS Group # 01800, Bid Award # 22843

Please place the Highway Department on the Agenda:

☒ Work Session

Purchase of Item Road Salt from NYS OGS Group # 01800, Bid Award #22843
Contract #PC 66660 Awarded to: Morton Salt, Inc
Price per ton: \$76.51 – plus current fuel adjustment

☐ Agenda

The Annual Salt Requirement notice and the contract will be brought over – it would not go through as an attachment.

Michael Simone

Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471

New York State Office of General Services
NYS Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM GENERAL INFORMATION BULLETIN

NUMBER: CL-793

DATE: April 7, 2014

GROUPS: 01800 – ROAD SALT & TREATED SALT

PLEASE ADDRESS INQUIRIES TO:

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: 2014-15 WEB BASED FILED REQUIREMENTS FOR ROAD SALT AND TREATED SALT

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The period for filing road salt and treated salt requirements for the 2014-15 OGS contract is now open. We are again using the web based system. **New this year is that filed requirements for treated salt (Type 1 and Type 2) should also be submitted on-line.** If you are not the person responsible for your facility's road salt requirements, please forward this message to the appropriate person.

At this time, if you plan on using the OGS contract for Road Salt and/or Treated Salt, please visit the OGS website at <https://online.ogs.ny.gov/psgfiledrequirements/default.aspx> to file your requirements for the 2014-15 contract. You will need your user name and password to enter the system. If you have forgotten your user name/password, or if you are a new user, you will need to create a new filing account. To create a new filing account, you will need your OGS customer number. If you do not know your OGS customer number, please contact OGS Customer Services at (518) 474-6717 or customer.services@ogs.ny.gov

The system is designed to allow multiple registrants to enter your agency's requirements. For example, if you have more than one delivery point for road and/or treated salt with different administrators for each location, the system will allow each administrator to register and file requirement information for their specific delivery location. Also, for each delivery location, the system lists the filed requirements for *road salt only* for the current contract (2013-14 season). Previously, filed requirements for treated salt were not filed on-line, so no amounts will be shown.

If your delivery information has changed, please be sure to update it so that awarded contractors have accurate information with respect to delivery points. Once you have completed entering your filed requirements, **BE SURE TO PRINT YOUR CONFIRMATION PAGE FOR YOUR RECORDS.**

If you require assistance with the filing process, please contact OGS Customer Services at (518) 474-6717 or email to customer.services@ogs.ny.gov.

THE DEADLINE FOR FILING YOUR REQUIREMENTS IS MAY 30, 2014. FAILURE TO TIMELY SUBMIT YOUR REQUIREMENTS MAY PRECLUDE YOUR FACILITY FROM PARTICIPATING IN THIS CONTRACT.



State of New York
Office of General Services
New York State Procurement
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242

2014-2015 Road Salt

Close Page

Note: If the amount of Salt (In Tons) is not showing in red box, try to reenter Salt Amount. Problem still, call NYSPro Customer Service 518 474-6717.

This is your Confirmation Page. You can print this page on your printer.

Print Page...

Your Salt Information Entered

Total Seasonal Quantity Entered (In Tons): 3750

Delivery Restriction:

Your Customer Account Information

Your OGS Customer Account No: 2653

Agency Mailing Name: TOWN OF CARMEL

Agency Mailing Address 1: 55 MCALPIN AVENUE

Agency Mailing Address 2:

City: MAHOPAC

Zip: 10512

Your Ordering Agency Information

Ordering Agency: TOWN OF CARMEL

Authorized Person: Michael Simone

Telephone: 845.628.7474

Email: MSimone@bestweb.net

Title: Highway Superintendent

Fax: 845.628.1471

Your Delivery Point Information

DeliveryID: 8890

Name of Delivery Point: Town of Carmel Hwy Dept Salt Shed

Street Address: 20 Old Rt 6

City: Carmel

Zip Code: 10512

Total Storage Capacity: 1000

Delivery Site Contact: Michael Simone

Delivery Site Phone # : 845-628-7474



State of New York
Office of General Services
New York State Procurement
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242

2014-2015 Road Salt

Close Page

Note: If the amount of Salt (In Tons) is not showing in red box, try to reenter Salt Amount. Problem still, call NYSPRO Customer Service 518 474-6717.

This is your Confirmation Page. You can print this page on your printer.

Print Page...

Your Salt Information Entered

Total Seasonal Quantity Entered (In Tons): **3750**

Delivery Restriction:

Your Customer Account Information

Your OGS Customer Account No: **2653**

Agency Mailing Name: **TOWN OF CARMEL**

Agency Mailing Address 1: **55 MCALPIN AVENUE**

Agency Mailing Address 2:

City: **MAHOPAC**

Zip: **10512**

Your Ordering Agency Information

Ordering Agency: **TOWN OF CARMEL**

Authorized Person: **Michael Simone**

Telephone: **845.628.7474**

Email: **MSimone@bestweb.net**

Title: **Highway Superintendent**

Fax: **845.628.1471**

Your Delivery Point Information

DeliveryID: **4076**

Name of Delivery Point: **Town of Carmel Hwy Dept**

Street Address: **55 McAlpin Ave**

City: **Mahopac**

Zip Code: **10541**

Total Storage Capacity: **1000**

Delivery Site Contact: **Michael Simone**

Delivery Site Phone # : **845-628-7474**

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 01800 – ROAD SALT, TREATED SALT, & EMERGENCY STANDBY ROAD SALT (STATEWIDE)
		Classification Code(s): 12
Award Number	:	<u>22843</u> (Replaces Award 22730)
Contract Period	:	September 1, 2014 – August 31, 2015
Bid Opening Date	:	July 31, 2014
Date of Issue	:	September 26, 2014
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Carmen Story Title : Contract Management Specialist Phone : 518-486-9151 Fax : 518-486-6867 E-mail : Carmen.Story@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-5628 E-mail : customer.services@ogs.ny.gov

New York State Procurement values your input.
Please complete and return "Contract Performance Report" at end of 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 I and II. 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.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC66658	AMERICAN ROCK SALT CO., LLC. P.O. Box 190 5520 Rt. 63 Mount Morris, NY 14510	888-762-7258 585-243-9510 Ext. 1403 Jamie McClain Fax No. 585-243-7676 E-mail: Jamie.McClain@americanrocksalt.com Website: www.americanrocksalt.com	161516458 1000008297
PC66659	ATLANTIC SALT, INC. 134 Middle Street Suite 210 Lowell, MA 01852	978-453-4911 Donna Capillo Fax No. 978-251-8244 E-mail: dcapillo@easternminerals.com	132914699 1000026327
PC66637	<i>PLACE ORDERS FOR CARGILL:</i> CARGILL INCORPORATED D/B/A CARGILL INCORPORATED DEICING TECHNOLOGY BUSINESS UNIT 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070 <i>REMIT PAYMENTS FOR CARGILL:</i> CARGILL INCORPORATED P.O. Box 415927 Boston, MA 02241-5927	800-600-7258 Pamela Burcewicz Fax No. 440-716-0763 E-mail: Pamela_Burcewicz@cargill.com Or bid_cdt@cargill.com Website: www.cargilldeicing.com	410177680 1000048669
PC66660	MORTON SALT, INC. 123 North Wacker Drive Chicago, IL 60606-1743	312-807-2496 Anthony Patton Fax No. 312-807-2669 E-mail: apatton@mortonsalt.com Website: www.mortonsalt.com	273146174 1100010394
PC66661	COMPASS MINERALS AMERICA INC. 9900 West 109 th Street, Suite 100 Overland Park, KS 66210	913-344-9346 800-323-1641, x9346 Doug Dyer Fax No. 913-338-7945 dyerd@compassminerals.com Website: www.compassminerals.com	481047632 1000031899

#7651

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

<u>Company</u>	<u>Name</u>	<u>Phone Numbers</u>
American Rock Salt Co. PO Box 190 5520 Rt. 63 Mt. Morris, NY 14510	Customer Service (Marcia, Michele, Chris, Heidi, Tammy)	888/762-7258 Fax: 585/243-7676 E-mail: customerservice@ameircanrocksalt.com Hours: Monday-Friday – 7:30am to 4:00pm Dec. 1 – April 1: 7:00 am to 4:30 pm Saturday and Sunday when needed
Atlantic Salt, Inc. 134 Middle Street, Suite 210 Lowell, MA 01852	Thomas Sullivan	978/453-4911 Fax: 978/251-8244 E-mail: TSullivan@easternminerals.com Hours: Monday-Friday – 8:00am to 5:00pm
Cargill Inc. Deicing Technology, Business Unit 24950 Country Club Blvd. Suite 450 North Olmsted, OH 44070	Customer Service	800/600-7258 Fax: 440/716-0763 E-mail: bid_cdt@cargill.com 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	Customer Service	888/800-8905 440/639-4200 Fax: 440/639-4205 E-mail: fairportcustomerservice@mortonsalt.com Hours: Monday-Friday – 7:00am to 4:00pm
Compass Minerals America Inc. 9900 West 109 th Street, Suite 100 Overland Park, KS 66210	Doug Dyer	913/344-9346 or 800/323-1641 x 9346 Fax: 913/338-7945 E-mail: dyerd@compassminerals.com

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

<u>Company</u>	<u>Name</u>	<u>Phone Numbers</u>
American Rock Salt Co.	Jamie McClain or Customer Service	888/762-7258 or 585/261-7734 585/243-9510, Ext. 1403 Fax: 585/243-7676 Jamie's Cellular: 585/519-5247 E-mail: jamie.mcclain@americanrocksalt.com
Atlantic Salt, Inc.	Diana Banjany	718/816-7200 Fax: 718/981-8420 E-mail: saltladi333@aol.com
Cargill Inc. Deicing Technology	Customer Service	800/600-7258* Fax: 440/716-0763 *After-hours calls will be given an option to leave a message or be forwarded to an after-hour cell phone
Morton Salt Inc.	Eugene Ruffin	216/481-9215 Fax: 216/486-7688 E-mail: bids@mortonsalt.com
Compass Minerals America Inc.	Doug Dyer	913/344-9346 or 800-323-1641 x 9346 Fax: 913/338-7945 E-mail: dyerd@compassminerals.com

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

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

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The New York State Procurement 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

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

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

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

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

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

POOR PERFORMANCE

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

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

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, §39 Participation in Centralized Contracts. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have Delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include Delivery to locations adjacent to New York State.

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

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 these contracts 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.

DELIVERY:

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

DELIVERY SCHEDULES:

Contractors shall be obligated to deliver under the resulting contract to any State agency which places a purchase order under contract, whether or not such delivery location is identified in the delivery schedules.

Any political subdivision or other non-state entity which has not filed a requirement with NYSPRO as of the date of the bid opening shall be eligible to receive deliveries at contractor's option only, upon placement of 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.

REQUEST FOR CHANGE:

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

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.

NYSPRO's DISPUTE RESOLUTION POLICY:

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

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

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

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT TERM:

This contract shall be in effect for one (1) year as specified herein.

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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$75,000.

NOTE TO CONTRACTOR:

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

CONTRACT PAYMENTS:

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

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

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

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

CONTRACT BILLINGS AND PAYMENTS:

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

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

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

Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

RECEIPTS AND INVOICING:

Procurement Card Receipts:

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

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.

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.

In addition to Contractor direct sales, Contractor shall submit sales information for all Authorized Resellers where such Contract sales are provided by other than the Contractor. Contractors shall specify if any Authorized Resellers are NYS Certified Minority and/or Women Owned Businesses Enterprises (MWBEs). Contractor shall verify such status through the Empire State Development directory of Minority and Women Owned Businesses at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services, New York State Procurement, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report format is the **minimum** information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with the *Poor Performance* section and may result in Contract cancellation and designation of Contractor as non-responsible.

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 report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups 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 this solicitation, the Bidder/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 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, 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.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, 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.

Business Participation Opportunities For New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract offers the following opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors 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. However, Contractors located outside of the above referenced counties and not affected by established goals are encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of NYS Certified Businesses can be viewed at <http://www.esd.ny.gov/MWBE/directorySearch.html>.

For 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 where contracts are awarded, for purposes of this procurement, OGS hereby establishes a goal of 10% for Minority and Women-owned Business Enterprises (MWBE) participation (5% MBE goal and 5% WBE goal).

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/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, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages. 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 contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority- or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the Contract Award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 20 days of receipt.

C. If a notice of deficiency is issued, Bidder 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 Bidder and direct the Bidder to submit, within five (5) business days, 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 disqualification of the bid or proposal.

D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If OGS determines that the Bidder has failed to document good faith efforts.

A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, 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 B-D above, will apply.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. 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 to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Monthly Compliance & Payment Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the Contract.

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

PRICE:

Price shall be net per ton, FOB 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% OF FILED REQUIREMENT
- FUEL PRICE ADJUSTMENT
- PRICE ADJUSTMENT FOR RENEWALS

PRICE ESCALATION BASED ON EXCEEDING 120% 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 based on the sum of all their sites serviced by a supplier in each Lot.

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%. At that time, if contractor's costs exceed 15%, contractors may apply for a greater than 15% escalation. Contractors must provide documentation which substantiates the requested increase. This documentation will be reviewed by NYSPRO and, if approved, will be applied retroactively. Contractors will continue to deliver to all customers including up to 150%. Failure to deliver may result in a "Buy Against" or a delivery price 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.

FUEL PRICE ADJUSTMENT:

A monthly 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 Purchasing Memorandum will be issued through the OGS Purchasers' Notification System and 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.
- Additional amount may be added or deducted on a monthly basis, 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 NYS OGS NYSPRO.
- 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.
- If the published rate goes below the published rate in effect on the date of the bid opening, there shall be a deduction, a price reduction.

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

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

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:

1. 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.
2. 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 Office of General Services, NYS Procurement. Such notification shall not relieve the contractor of its responsibilities under the contract.
3. In the event of an extension, 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 extensions 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.

PRICE ADJUSTMENT FOR RENEWALS:

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by OGS NYSPRO and each Contractor. NYSPRO's review may include appropriate indices as determined by NYSPRO, market conditions reflecting supply and demand, and other economic factors deemed appropriate by NYSPRO. Although each contractor's review will be independent, the percentage increase or the monetary increase (or combination of a percentage and monetary increase) granted on a renewal shall be the same for all contractors.

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. Office of General Services, NYSPRO and the awarded contractor, therefore, 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, 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 end user only after consultation with the contractor and the Office of General Services, NYSPRO. Claims for liquidated damages must be requested within thirty (30) days of event.

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

DELIVERY:

For locations having a minimum storage capacity of 50% of their filed requirement, completed delivery, at the latest, is required as follows:

<u>Orders Placed</u>	<u>600 Tons or Less</u>	<u>601 - 800 Tons</u>	<u>801 -1000 Tons</u>	<u>Over 1000 Tons</u>
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):

<u>Order Placed</u>	<u>Thursday</u>	<u>Friday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>
	<u>Delivery</u>	<u>Delivery</u>	<u>Delivery</u>	<u>Delivery</u>	<u>Delivery</u>
Monday	600 tons	200 tons	200 tons	200 tons	200 tons

Orders must be placed before 2 p.m. If an order is placed after 2 p.m., it counts as being placed the next day.

If a scheduled delivery occurs on a holiday, the next weekday will be the delivery date.

For locations having a minimum storage capacity of less than 50% of their filed requirement, completed delivery, at the latest, is required within five (5) days after receipt of order exclusive of Saturday or Sunday.

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, NYSPRO 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.

Delivery shall be made in accordance with instructions on 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 on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, NYSPRO.

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.

MINIMUM/MAXIMUM OBLIGATIONS:

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, customers with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities based on the sum of all their sites serviced by a supplier in each Lot.

When the end user is not able to take the minimum required amount, the salt contractor will store salt for the end user until December 31 of that calendar year (i.e., user did not take minimum by 8/31/15 – contractor will store through 12/31/15). If storage is necessary for an end user beyond 12/31/15, the salt contractor may offer storage at a per month rate. Delivery of stored salt between 9/1/15 and 5/31/16 shall meet the delivery requirements in Delivery section above.

CONTRACTOR STORAGE CHARGES:

Contractor Name	Price/Ton to Store to 12/31/15	Price/Ton/Month to Store After 12/31/15
American Rock Salt	\$3.60/ton	\$3.60
Atlantic Salt, Inc.	\$3.50/ton	\$3.50
Cargill, Inc. – Deicing	\$3.60/ton	\$9.00
Morton Salt, Inc.	\$3.60/ton	\$10.00
Compass Minerals America Inc.	\$3.60/ton	\$3.60

CONTRACTOR TRUCKLOAD DELIVERIES:

Contractor Name	Truck Capacity
American Rock Salt	22 – 38 tons
Atlantic Salt, Inc.	22 – 35 tons
Cargill, Inc. – Deicing	20 – 38 tons
Morton Salt, Inc.	38 tons
Compass Minerals America Inc.	20 – 34 tons

ROAD SALT – LOT I

County	Item Number	Contractor	Filed Requirement (tons)	Price per Ton
Albany	1	American Rock Salt Co.	73,155	\$58.12
Allegany	2	American Rock Salt Co.	43,900	\$47.41
Bronx, Kings, New York, Queens, Richmond*	3	Atlantic Salt, Inc.	1,218	Award 22730 extended
Broome	4	Cargill, Inc.	77,552	\$46.97
Cattaraugus	5	American Rock Salt Co.	68,823	\$53.88
Cayuga & Seneca	6	Cargill, Inc.	57,200	\$42.68
Chautauqua	7	American Rock Salt Co.	86,125	\$58.26
Chemung & Tioga	8	Cargill, Inc.	57,104	\$44.78
Chenango	9	Cargill, Inc.	42,768	\$49.47
Clinton	10	Compass Minerals	30,640	\$93.52
Columbia	11	Morton Salt, Inc.	45,916	\$56.75
Cortland & Tompkins	12	Cargill, Inc.	74,345	\$41.45
Delaware	13	Cargill, Inc.	54,310	\$57.54
Dutchess	14	Morton Salt, Inc.	86,270	\$63.77
Erie	15	American Rock Salt Co.	150,844	\$48.90
Essex	16	Cargill, Inc.	21,290	\$77.26
Franklin	17	Compass Minerals	28,000	\$95.68
Fulton & Montgomery	18	Cargill, Inc.	65,477	\$58.29
Genesee & Orleans	19	American Rock Salt Co.	37,275	\$47.14
Greene	20	Morton Salt, Inc.	26,097	\$62.58
Hamilton	21	Cargill, Inc.	19,190	\$69.43
Herkimer	22	Cargill, Inc.	49,980	\$52.27
Jefferson	23	American Rock Salt Co.	78,085	\$56.78
Lewis	24	Cargill, Inc.	23,975	\$59.34
Livingston & Wyoming	25	American Rock Salt Co.	25,589	\$44.91
Madison	26	Cargill, Inc.	35,028	\$49.40
Monroe	27	American Rock Salt Co.	160,843	\$46.31
Nassau*	28	Atlantic Salt, Inc.	60,886	\$64.30
Niagara	29	American Rock Salt Co.	65,137	\$49.90
Oneida	30	Cargill, Inc.	114,431	\$51.16
Onondaga	31	Cargill, Inc.	71,584	\$46.99
Ontario	32	American Rock Salt Co.	80,660	\$47.14
Orange	33	Cargill, Inc.	120,498	\$68.17
Oswego	34	American Rock Salt Co.	22,627	\$48.61

Otsego	35	Cargill, Inc.	59,120	\$51.08
Putnam	36	Morton Salt, Inc.	40,400	\$76.51
Rensselaer	37	American Rock Salt Co.	64,132	\$57.68
Rockland*	38	Atlantic Salt, Inc.	49,521	\$62.60
St. Lawrence	39	American Rock Salt Co.	47,972	\$92.48
Saratoga	40	Morton Salt, Inc.	32,341	\$58.57
Schenectady	41	American Rock Salt Co.	43,490	\$57.47
Schoharie	42	Cargill, Inc.	31,855	\$68.23
Schuyler & Yates	43	Cargill, Inc.	21,785	\$42.93
Steuben	44	Cargill, Inc.	59,155	\$46.79
Suffolk*	45	Atlantic Salt, Inc.	130,061	\$68.75
Sullivan	46	Cargill, Inc.	59,916	\$63.11
Ulster	47	Morton Salt, Inc.	47,567	\$68.73
Warren	48	American Rock Salt Co.	31,650	\$68.15
Washington	49	American Rock Salt Co.	34,741	\$61.69
Wayne	50	American Rock Salt Co.	49,035	\$45.69
Westchester*	51	Atlantic Salt, Inc.	156,259	\$61.40

*Rock or Solar Salt

ON GROUND/DELIVERED INVENTORY:

Contractor shall have the following on-ground/delivered inventory reserved solely for Office of General Services customers as follows:

- September 1, 2014 - 50% of filed requirement for area/awarded counties
- October 1, 2014 - 70% of filed requirement for area/awarded counties
- November 1, 2014 - 80% of filed requirement for area/awarded counties
- December 1, 2014 - 100% of filed requirement for area/awarded counties

After December 1, 2014, 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 at the discretion of the Office of General Services to another bidder.

The above shall also apply to any contract extension but with the appropriate year used in place of 2014.

BUY AGAINST:

Contractors must supply in accordance with instructions on purchase orders and within the required delivery time. In the event of the contractor's failure to so deliver, purchases will be made from the Emergency Standby Contract (Lot 4). Purchases made under the Emergency Standby Contract will result in chargeback to the awarded contractor in this Invitation for Bids who fails to comply with delivery terms. In those instances where the Emergency Standby contract does not provide coverage for the customer, purchases in the open market will be made of the undelivered quantity. In either instance, the **customer must obtain authorization** from the Office of General Services, NYSPRO prior to making an emergency standby purchase or a purchase in the open market.

WEIGHT TICKETS:

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

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 2013. Payment would not be required until January 2014. 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 end 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 end users. Contractor must advise end 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.

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) 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.

Chemical Composition

Shall be not less than 95% sodium chloride. Percent of sodium chloride shall be determined in accordance with current ASTM D632.

Size Grading – Rock Salt

The salt, when tested in accordance with ASTM D632 (*1) shall conform to the following requirements for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing (*2)</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

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

(*2) 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.

Size Grading – Solar Salt

The solar salt, when tested in accordance with AST D632 (*1) shall conform to the following size for particle size distribution:

<u>Sieve Size</u>	<u>Percent Passing (*2)</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

(*1) A drying temperature of $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ may be used.

(*2) 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 (Crushed Rock Salt)

Moisture content upon delivery shall not exceed 1-1/2%* when determined as follows:

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

W^1 = initial weight of sample

W^2 = weight of sample after drying to a constant weight at $110^{\circ}\pm 5^{\circ}\text{C}$.

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.

Moisture Content (Solar Salt)

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

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

W^1 = initial weight of sample

W^2 = weight of sample after drying to a constant weight at $110^{\circ}\pm 5^{\circ}\text{C}$.

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.

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.

Sampling

Sampling shall be done in accordance with current ASTM D632. 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 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.

Delivery

Road salt shall be shipped bulk delivery in the time frame specified in the Delivery section.

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.

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. Salt shall be received in a free-flowing and usable condition.

Acceptance

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

Price Deductions

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:

Reduced price per ton = delivered contract price per ton x (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:

Reduced price per ton = delivered contract price x (1.00 - X)

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.

General

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.

Contamination

If the end user accepts contaminated salt as defined in Section 7.14.8 for operational reasons, a 10% price deduction may be placed on the contractor by the end user after consultation with the contractor and Office of General Services, NYSPRO.

Delivery

If delivery is not in the timeframe specified in the Delivery Section, a price deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost 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 DELIVERY PRICE DEDUCTION. THE OFFICE OF GENERAL SERVICES, NYSPRO 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".

TREATED SALT - LOT 2 (TYPE I) AND LOT 3 (TYPE II)

Lot 2 – Treated Salt Type I

County	Item Number	Contractor	Filed Requirement (tons)	Price per Ton	Finished Product Name	Salt Color
Albany	52	American Rock Salt Co.	8,000	\$75.73	Blue Magic	Blue
Bronx	53	No Bid	44	-	-	-
Broome	54	Cargill, Inc.	400	\$57.47	ClearLane®	Green
Cayuga	55	Cargill, Inc.	4,706	\$53.18	ClearLane®	Green
Chautauqua	56	American Rock Salt Co.	1,035	\$67.16	Blue Magic	Blue
Chenango	57	Cargill, Inc.	200	\$59.97	ClearLane®	Green
Columbia	58	American Rock Salt Co.	600	\$79.87	Blue Magic	Blue
Cortland	59	Cargill, Inc.	1,800	\$51.95	ClearLane®	Green
Erie	60	American Rock Salt Co.	240	\$58.98	Blue Magic	Blue
Essex	61	Cargill, Inc.	31,600	\$87.76	ClearLane®	Green
Franklin	62	No Bid	5,500	-	-	-
Fulton	63	Cargill, Inc.	1,000	\$68.79	ClearLane®	Green
Greene	64	Cargill, Inc.	6,665	\$85.65	ClearLane®	Green
Herkimer	65	Cargill, Inc.	5,267	\$62.77	ClearLane®	Green
Jefferson	66	American Rock Salt Co.	6,000	\$74.56	Blue Magic	Blue
Lewis	67	American Rock Salt Co.	700	\$77.03	Blue Magic	Blue
Livingston	68	American Rock Salt Co.	700	\$52.19	Blue Magic	Blue
Madison	69	Cargill, Inc.	1,815	\$64.90	ClearLane®	Green
Monroe	70	American Rock Salt Co.	2,800	\$54.07	Blue Magic	Blue
Montgomery	71	Cargill, Inc.	551	\$68.79	ClearLane®	Green
Nassau	72	No Bid	1,000	-	-	-
Oneida	73	Cargill, Inc.	10,855	\$61.66	ClearLane®	Green
Onondaga	74	Cargill, Inc.	12,963	\$57.49	ClearLane®	Green
Ontario	75	American Rock Salt Co.	250	\$55.56	Blue Magic	Blue
Orange	76	Cargill, Inc.	2,335	\$88.67	ClearLane®	Green
Otsego	77	No Bid	100	-	-	-
Rensselaer	78	American Rock Salt Co.	910	\$80.97	Blue Magic	Blue
Rockland	79	No Bid	2,475	-	-	-
Schenectady	80	American Rock Salt Co.	633	\$74.53	Blue Magic	Blue
Suffolk	81	No Bid	55	-	-	-
Sullivan	82	No Bid	250	-	-	-
Ulster	83	Cargill, Inc.	3,178	\$83.22	ClearLane®	Green
Warren	84	Cargill, Inc.	12,800	\$85.68	ClearLane®	Green
Washington	85	Cargill, Inc.	600	\$80.44	ClearLane®	Green
Wayne	86	American Rock Salt Co.	200	\$56.34	Blue Magic	Blue
Westchester	87	American Rock Salt Co.	295	\$98.80	Blue Magic	Blue
Tompkins	159	Cargill, Inc.	1,200	\$51.95	ClearLane®	Green

Lot 3 – Treated Salt Type II

County	Item Number	Contractor	Filed Requirement (tons)	Price per Ton	Finished Product Name	Salt Color
Albany	88	Morton Salt, Inc.	500	\$79.43		Brownish/Green
Chautauqua	89	American Rock Salt Co.	3,878	\$69.74	Fire Rock	Blue
Clinton	90	Compass Minerals	3,500	\$117.96	THAWROX	Blue
Columbia	91	Morton Salt, Inc.	90	\$74.75		Brownish/Green
Dutchess	92	Morton Salt, Inc.	4,300	\$81.77		Brownish/Green
Erie	93	American Rock Salt Co.	6,115	\$63.70	Fire Rock	Blue
Genesee	94	American Rock Salt Co.	3,375	\$57.90	Fire Rock	Blue
Monroe	95	American Rock Salt Co.	6,860	\$59.05	Fire Rock	Blue
Niagara	96	American Rock Salt Co.	7,000	\$66.87	Fire Rock	Blue
Ontario	97	American Rock Salt Co.	8,048	\$61.15	Fire Rock	Blue
Orleans	98	American Rock Salt Co.	300	\$60.90	Fire Rock	Blue
Otsego	99	No Bid	350	-	-	-
Putnam	100	Morton Salt, Inc.	600	\$94.51		Brownish/Green
St Lawrence	101	Compass Minerals	1,250	\$117.96	THAWROX	Blue
Seneca	102	No Bid	1,925	-	-	-
Steuben	103	American Rock Salt Co.	70	\$62.01	Fire Rock	Blue
Suffolk	104	Morton Salt, Inc.	10,000	\$124.17		Brownish/Green
Tompkins	105	No Bid	3,200	-	-	-
Warren	106	Morton Salt, Inc.	400	\$87.98		Brownish/Green
Wayne	107	American Rock Salt Co.	600	\$62.95	Fire Rock	Blue

MINIMUM ORDER:

Minimum order shall be 22 tons.

DELIVERY REQUIREMENTS:

Product shall be shipped in bulk delivery.

All shipments of product 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.

Product shall be received in a free-flowing and usable condition.

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.

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.

BUY AGAINST:

Contractors must supply in accordance with instructions on purchase orders and within the required delivery time stated herein. In the event of the contractor's failure to so deliver, at the discretion of the end user, purchase of the undelivered quantity in the open market at the contractor's expense will be authorized or the non-complying product - late delivery - price deduction will be applied. The location involved must notify the Office of General Services, NYSPRO of the non-delivery and allow NYSPRO to ascertain if immediate delivery can be made by the contractor.

In the event that open market treated salt is not readily available as noted in the previous paragraph, the end user may purchase road salt, in lieu of treated salt, for the undelivered quantity from the Emergency Standby Road Salt Contract (Lot 4). Any price difference above the contract price of road salt (Lot 1) 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 2 and Lot 3). The Office of General Services, NYSPRO must approve the use of this option.

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.

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 Office of General Services NYSPRO as to the color the final product will be when applied to end user's treated salt.

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

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.

DETAILED SPECIFICATIONS – TREATED SALT (GRANULAR SODIUM CHLORIDE TREATED WITH CORROSION INHIBITED MAGNESIUM CHLORIDE, TYPE I AND TYPE II)

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 I (containing corrosion inhibited liquid magnesium chloride), or Type II (containing corrosion inhibited liquid magnesium chloride and an organic based performance enhancer [OBPE]). The defining characteristics of Type I and Type II treatment can be found summarized in the table found on the preceding page.

The finished product shall be composed of two primary constituents:

- 1) Crushed rock salt as described and specified in Section A below.
- 2) A corrosion inhibited liquid magnesium chloride product described and specified in Section B below.

The two components shall be mixed to produce a finished product as described in Section C. The final product shall meet all the requirements described in Section D, also below.

NOTE: 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.

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.

A.1 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.

A.2 CHEMICAL COMPOSITION

Shall be not less than 95% Sodium Chloride. Percent of Sodium Chloride shall be determined in accordance with current ASTM-D-632.

A.3 SIZE GRADING

The salt, when tested using sieves as described in ASTM-C-136 (*), 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.

Section A: Sodium Chloride Type "A" Crushed Rock Salt Specifications: (Cont'd)

A.4 MOISTURE CONTENT

Moisture content upon delivery shall not exceed 1-1/2%* 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 $110^{\circ} \pm 5^{\circ}\text{C}$

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

A.5 SAMPLING

Sampling shall be done in accordance with current ASTM-D632. 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 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.

A.6 ACCEPTANCE

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

A.7 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS

A.7.1 Non-Complying Product - Price Deduction - Moisture

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

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.02 - 2X)$$

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

A.7.2 Non-Complying Product - Price Deduction - 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:

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

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.

A.7.3 General

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 salt found to be above 2% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

A.8 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 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 I or Type II listed on page 43. 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 section also shown 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.**

Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents then the bidder 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.

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

Section B: Corrosion Inhibited Liquid Magnesium Chloride Product (Cont'd)

OTHER REQUIREMENTS:

PARAMETER	REQUIREMENT	
	LOT 2 - TYPE I	LOT 3 - TYPE II
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 GENERAL CHEMICAL REQUIREMENT section above. 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. 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 USEPA and/or NYS Department of Health Environmental Laboratory Approval Program (ELAP).

Section C: Mixing the Sodium Chloride and Corrosion Inhibited Liquid Magnesium Chloride

The materials described in Section A and Section B above shall be mixed as described in this section to produce the finished product. Mixing procedures shall comply with all requirements described in this section.

- C.1 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.
- C.2 The contractor will thoroughly mix a minimum of 8 gallons of Corrosion Inhibited Liquid Magnesium Chloride per ton of salt.
- C.3 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.
- C.4 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.
- C.5 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.
- C.6 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.
- C.7 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.

Section D: Final Product: Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride

The Treated Salt shall meet the following requirements:

D.1 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.

D.2 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.

D.3 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.

D.4 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. Magnesium and Calcium content shall be determined in accordance with ASTM E-534 and computed as % Magnesium Chloride and % Calcium Chloride respectively. The % Sodium Chloride shall then be computed as follows:

% Sodium Chloride = % Apparent Sodium Chloride - (% Magnesium Chloride + % Calcium Chloride)

Section D: Final Product: Rock Salt treated with Corrosion Inhibited Liquid Magnesium Chloride (Cont'd)

D.5 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 $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ 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.

D.6 MOISTURE CONTENT

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

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

where: W_1 = Initial weight of sample

W_2 = Weight of sample after drying to a constant weight at $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$.

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

D.7 SAMPLING

Sampling shall be done in accordance with current ASTM D632. 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 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.

D.8 ACCEPTANCE

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

D.9 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS

D.9.1 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%)

D.9.2 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 .

D.9.3 Non-Complying Product - Price Deduction - Contamination:

If the end user accepts contaminated salt as defined in Section D.1 for operational reasons, a 10% non-complying price deduction may be placed on the contractor by the end user after consultation with the contractor and OGS.

D.9.4 Non-Complying Product - Price Deduction - Delivery:

If delivery is not in the timeframe specified in the Delivery Section, a deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost 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 a "treated" salt product (i.e. salt mixed with sand)

AGENCY WILL SUBMIT TO OFFICE OF GENERAL SERVICES, NEW YORK STATE PROCUREMENT SUPPORTING DOCUMENTATION FOR NON-COMPLYING PRODUCT - DELIVERY - PRICE DEDUCTION. OFFICE OF GENERAL SERVICES, NEW YORK STATE PROCUREMENT WILL REVIEW AND WILL HAVE FINAL APPROVAL AS TO DELIVERY DEDUCTION APPLIED.

D.9.5 General

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.

D.10 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".

EMERGENCY STANDBY ROAD SALT - LOT 4

County	Item Number	Contractor	Price per Ton
Albany	108	Cargill, Inc.	\$ 99.00
Albany	108	Morton Salt, Inc.	\$ 101.43
Allegany	109	Cargill, Inc.	\$ 109.00
Bronx, Kings, New York, Queens, Richmond*	110	Cargill, Inc.	\$ 135.00
Broome	111	American Rock Salt Co.	\$ 89.56
Cattaraugus	112	Cargill, Inc.	\$ 109.00
Cayuga & Seneca	113	American Rock Salt Co.	\$ 83.33
Chautauqua	114	Cargill, Inc.	\$ 118.00
Chemung & Tioga	115	American Rock Salt Co.	\$ 77.06
Chenango	116	American Rock Salt Co.	\$ 94.16
Clinton	117	American Rock Salt Co.	\$ 149.11
Clinton	117	Cargill, Inc.	\$ 118.00
Columbia	118	American Rock Salt Co.	\$ 93.08
Columbia	118	Cargill, Inc.	\$ 99.00
Cortland & Tompkins	119	American Rock Salt Co.	\$ 110.35
Delaware	120	American Rock Salt Co.	\$ 90.08
Dutchess*	121	American Rock Salt Co.	\$ 133.36
Dutchess*	121	Cargill, Inc.	\$ 105.00
Erie	122	Cargill, Inc.	\$ 105.00
Essex	123	American Rock Salt Co.	\$ 108.07
Franklin	124	American Rock Salt Co.	\$ 149.11
Franklin	124	Cargill, Inc.	\$ 118.00
Fulton & Montgomery	125	American Rock Salt Co.	\$ 121.77
Fulton & Montgomery	125	Morton Salt, Inc.	\$ 105.27
Genesee & Orleans	126	Cargill, Inc.	\$ 105.00
Greene	127	American Rock Salt Co.	\$ 122.86
Greene	127	Cargill, Inc.	\$ 99.00
Hamilton	128	American Rock Salt Co.	\$ 129.24
Herkimer	129	American Rock Salt Co.	\$ 116.38
Jefferson	130	Cargill, Inc.	\$ 99.00
Lewis	131	American Rock Salt Co.	\$ 89.65
Livingston & Wyoming	132	Cargill, Inc.	\$ 99.00
Madison	133	American Rock Salt Co.	\$ 89.75
Monroe	134	Cargill, Inc.	\$ 99.00
Nassau*	135	American Rock Salt Co.	\$ 132.64
Nassau*	135	Cargill, Inc.	\$ 135.00
Nassau*	135	Morton Salt, Inc.	\$ 143.29
Niagara	136	Cargill, Inc.	\$ 105.00

Oneida	137	American Rock Salt Co.	\$ 92.10
Onondaga	138	American Rock Salt Co.	\$ 84.68
Ontario	139	Cargill, Inc.	\$ 99.00
Orange*	140	American Rock Salt Co.	\$ 130.07
Orange*	140	Atlantic Salt, Inc.	\$ 145.75
Oswego	141	Cargill, Inc.	\$ 99.00
Otsego	142	American Rock Salt Co.	\$ 119.48
Putnam*	143	American Rock Salt Co.	\$ 137.31
Putnam*	143	Atlantic Salt, Inc.	\$ 143.65
Putnam*	143	Cargill, Inc.	\$ 99.00
Rensselaer	144	Cargill, Inc.	\$ 99.00
Rensselaer	144	Morton Salt, Inc.	\$ 101.45
Rockland*	145	American Rock Salt Co.	\$ 136.14
Rockland*	145	Cargill, Inc.	\$ 99.00
Rockland*	145	Morton Salt, Inc.	\$ 125.09
St. Lawrence	146	Cargill, Inc.	\$ 118.00
Saratoga	147	American Rock Salt Co.	\$ 89.15
Saratoga	147	Cargill, Inc.	\$ 99.00
Schenectady	148	Cargill, Inc.	\$ 99.00
Schenectady	148	Morton Salt, Inc.	\$ 100.99
Schoharie	149	American Rock Salt Co.	\$ 124.48
Schuyler & Yates	150	American Rock Salt Co.	\$ 80.22
Steuben	151	American Rock Salt Co.	\$ 78.47
Suffolk*	152	American Rock Salt Co.	\$ 137.03
Suffolk*	152	Cargill, Inc.	\$ 135.00
Suffolk*	152	Morton Salt, Inc.	\$ 146.17
Sullivan	153	American Rock Salt Co.	\$ 123.98
Ulster	154	American Rock Salt Co.	\$ 129.68
Ulster	154	Cargill, Inc.	\$ 99.00
Warren	155	Cargill, Inc.	\$ 99.00
Warren	155	Morton Salt, Inc.	\$ 109.98
Washington	156	Cargill, Inc.	\$ 99.00
Washington	156	Morton Salt, Inc.	\$ 107.25
Wayne	157	Cargill, Inc.	\$ 99.00
Westchester*	158	American Rock Salt Co.	\$ 141.09
Westchester*	158	Cargill, Inc.	\$ 122.00
Westchester*	158	Morton Salt, Inc.	\$ 129.13

*Rock or Solar Salt

It is the intention of the Emergency Standby Road Salt (Lot 4) 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 user). This contract award is 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 end 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 end user should contact the next low bidder and so on.

OR

2. The end 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 1 may make purchases from this contract if their current awarded contractor on Group 01800 Lot 1 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 the Contractor has failed to perform and authorization for the purchase has been granted by Office of General Services NYSPRO.**

Special note regarding use of Lot 4 contract awards: The Office of General Services NYSPRO may, on a case by case basis, approve emergency purchases to be made by state agencies and municipalities who filed requirements under Lots 2 and 3 (Treated Salt – Type I and Type II). 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 may not be the non-performing supplier of the treated salt (Lot 2 and Lot 3).

The difference between the current awarded price for Lot 1 (Road Salt) and the amount paid under Lot 4 (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 1 Award.

OR

2. If an invoice is not due the contractor from current Lot 1 Award, the contractor may be invoiced the amount due.

In either case, the Office of General Services NYSPRO should have already given authorization and should receive a copy of the transaction. Contract users should document in detail the following:

- The date purchase orders were placed with their current contractor
- The quantity(ies) ordered
- The date(s) and quantity(ies) received
- Current Inventory
- All correspondence with current contractor relative to late delivery(ies)

This information should be faxed to Elise Relyea at (518) 474-1160 or emailed to: elise.relyea@ogs.ny.gov

Upon receipt, the information will be reviewed and the contract user will be contacted by NYSPRO. If permission is granted for a purchase, contractor and end-user will be contacted via e-mail or fax. The end-user must attach the e-mail/fax granting permission and all documentation previously submitted to NYSPRO (as referenced in the above 5 bullets) to their purchase order when processing for payment.

PRICE:

Price shall include all customs duties and charges and be net per ton, F.O.B. destination designated by the ordering agency within their county.

PRICE REDUCTIONS:

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

QUICK QUOTE/PRICE CALCULATION:

After receiving OGS NYSPRO approval, agencies should review all applicable contractors and place an order with the lowest priced contractor for that county. If that contractor cannot fill the order or cannot fill within the timeframe required, agencies should contact the next low bidder and so on.

OR

The end 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.

Agencies may try to obtain lower prices by sending out a quick quote form to all contractors in their county. If bid security is an issue, the agency can require bids to be sealed and opened publicly.

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

Contractors are not required to lower prices when they receive a quick quote. They may quote their contract price. However, at no time, may a price be quoted that is higher than their contract price. Any awarded price can be lowered by the contractor during the quick quote process.

PRICE ADJUSTMENT FOR RENEWALS:

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by NYSPRO and the Contractors. NYSPRO's review may include appropriate indices as determined by NYSPRO, market conditions reflecting supply and demand, and other economic factors deemed appropriate by NYSPRO.

Although each contractor's review will be independent, the percentage increase or the monetary increase (or combination of a percentage and monetary increase) granted on a renewal shall be the same for all contractors.

WEIGHT TICKETS:

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

DELIVERY REQUIREMENTS:

Product shall be shipped in bulk delivery.

All shipments of product 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.

Product shall be received in a free-flowing and usable condition.

DETAILED SPECIFICATIONS – ROAD SALT (CRUSHED & SOLAR) TYPE A

See the Detailed Specifications contained in Section Road Salt – Lot I

State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report

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

Contract No.: _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS NEW YORK STATE PROCUREMENT
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NO.: 22843

DATE: September 29, 2014

GROUP: 01800 - ROAD SALT, TREATED SALT,
AND EMERGENCY STANDBY ROAD SALT
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Carmen Story
Contract Management Specialist
(518) 486-9151
carmen.story@ogs.ny.gov

CONTRACT PERIOD: September 1, 2014 through
August 31, 2015

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: CONTRACT REVISION – CONTRACT AWARD NUMBERS UPDATED

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED
CONTRACTS:**

Please be advised that the Contract Award Notice has been revised to reflect the following changes to assigned Contract Award Numbers:

PC66658 American Rock Salt Co., LLC
PC66659 Atlantic Salt Inc.
PC66660 Morton Salt Inc.
PC66661 Compass Minerals America Inc.

PC66637 Cargill Inc. d/b/a Cargill Inc. Deicing Technology Business Unit – this contract number has not been changed

Please update your records to reflect these changes.

All other terms and conditions of the original Contract Award Notification apply to this Purchasing Memorandum.

Please attach this Purchasing Memorandum to your copy of the Contract Award Notification.

* * * * *

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NO.: 22843

DATE: September 29, 2014

GROUP: 01800 - ROAD SALT, TREATED SALT,
AND EMERGENCY STANDBY ROAD SALT
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Carmen Story
Contract Management Specialist
(518) 486-9151
carmen.story@ogs.ny.gov

CONTRACT PERIOD: September 1, 2014 through
August 31, 2015

CONTRACTOR/ Compass Minerals America Inc.
CONTRACT NO.: PC66639

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**SUBJECT: UPDATED CONTACT INFORMATION FOR NEW YORK STATE CONTRACT
INQUIRIES AND ORDERS**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED
CONTRACTS:**

Please be advised that the sales contact for the contract is:

Doug Dyer - Sales Manager
913-344-9346
Dyerd@compassminerals.com

All other terms and conditions of the original Contract Award Notification apply to this Purchasing Memorandum.

Please attach this Purchasing Memorandum to your copy of the Contract Award Notification.

* * * * *

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NO.: 22843

DATE: September 29, 2014

GROUP: 01800 - ROAD SALT, TREATED SALT,
AND EMERGENCY STANDBY ROAD SALT
(All State Agencies & Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Carmen Story
Contract Management Specialist
(518) 486-9151
carmen.story@ogs.ny.gov

CONTRACT PERIOD: September 1, 2014 through
August 31, 2015

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

**SUBJECT: CONTRACT REVISION – UPDATED CONTACT INFORMATION FOR NEW YORK
STATE CONTRACT INQUIRIES AND ORDERS**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE THE ABOVE REFERENCED
CONTRACTS:**

Please be advised that the Contract Award Notice has been revised to reflect changes to all contact information for Compass Minerals America Inc. The following contact information is to be used for all matters:

Doug Dyer - Sales Manager
913-344-9346
Dyerd@compassminerals.com

Please update your records to reflect these changes.

All other terms and conditions of the original Contract Award Notification apply to this Purchasing Memorandum.

Please attach this Purchasing Memorandum to your copy of the Contract Award Notification.

* * * * *

Richard J. Franzetti, P.E.
Town Engineer



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

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

☒ Work Session 11/25/14

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

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

Date: November 19, 2014

Re: CSD 7 Aeration Tank Blower Motor Replacement

Severn Trent Environmental Services (STES), the operators for Carmel Sewer District #7 (CSD#7), has alerted the Engineering Department (Department) that the motor for the redundant aeration tank blower has stopped working and will need to be replaced.

It should be noted that in October the Town Board approved the purchase of a new blower which replaced a non-functioning blower. In the interim the motor for the functioning blower went down and STES switched the motor from the unit with the bad blower to the unit with the bad motor. Thus when the new blower arrives and when this motor is replaced CSD7 will have two (2) functioning blowers.

STES requested and received the following quotes (attached) for replacing the blower motor:

- Empire State Electric Motors \$ 660.00
- Grainger \$ 991.44
- USA Bluebook \$1,058.95

This Department did speak with the Town of Carmel Comptroller who indicated that there are sufficient funds in budget for this work (attached).

This Department requests that the Town Board authorize the purchase and replacement of this motor at a cost of \$660.00.

This Department respectfully requests that this request be placed on the next Town Board work session.



PROPOSAL

Date	PROPOSAL #
11/17/2014	111714PC1

Pricing Valid for 30 Days

Name / Address
TOWN OF CARMEL 60 McALPIN AVE. MAHOPAC, NY 10541

JOB	Terms
	Net 30

ITEM	QTY	ITEM/DESCRIPTION	COST	Total
EM3311T	1	MOTOR/BALDOR: 3 PH, 7-1/2 HP, 208-230/460 VOLT, 1750 RPM 4 POLE, 213T FRAME, OPEN, RIGID BASE, GENERAL PURPOSE FOB Philly. Pa.	660.00	660.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE.
WHEN PLACING YOUR ORDER PLEASE REFER THE ABOVE PROPOSAL NUMBER. PRICING IS VALID FOR 30 DAYS.

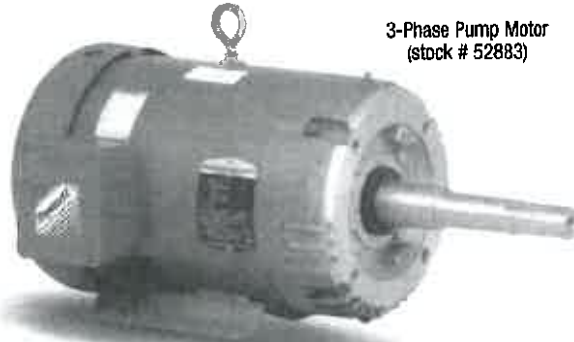
Signature _____ DATE _____

Subtotal	\$660.00
Sales Tax (0.0%)	\$0.00
Total	\$660.00

Empire State Electric Motors, Inc.
2680 Route 17M
Goshen, NY 10924
Phone: 845 294-7440 Fax: 845 294-2620



1-Phase C-Face Motor
(stock # 52802)



3-Phase Pump Motor
(stock # 52883)

C-Face Motors

RPM	FRAME	VOLTAGE	FLA @ 230V	WT (LBS)	STOCK #	EACH
MOTORS, WITH FEET						
3600	56C	115/230V	2.5	21	52791	\$ 235.95
3600	58C	115/208-230V	3	21	52792	235.95
3600	56C	115/230V	3	23	52793	246.95
1725	56C	115/230V	3.7	28	70712	306.95
1450	56C	115/230V	3.5	24	70713	262.95
1725	56C	115/230V	4.1	35	70714	365.95
1450	56C	115/230V	4.8	29	70715	292.95
1725	58C	115/230V	6.4	40	70716	413.95
1450	58C	115/230V	5.9	38	70717	339.95
3600	56C	115/230V	7.5	44	52800	411.95
1800	56C	115/230V	8	49	52801	480.95
3600	56C	115/230V	11.5	62	52802	530.95
3600	145TC	115/230V	11.5	53	52803	534.95
1800	145TC	230	8.3	52	52804	683.95
1800	184TC	230	13.2	81	52805	889.95
3600	184TC	230	19.5	91	52806	963.95
1800	184TC	230	23	101	52807	932.95
3600	215TC	230	40	167	52808	1,586.95
1800	215TC	230	38	163	52809	1,584.95

C-Face Motors

RPM	FRAME	VOLTAGE	FLA @ 480V	WT (LBS)	STOCK #	EACH
MOTORS, WITH FEET						
1800	56C	230/480V	0.4	30	52810	\$ 340.95
1200	56C	208-230/480V	0.5	31	52811	432.95
3600	56C	208-230/480V	0.7	21	52812	250.95
1800	56C	230/480V	0.8	22	52813	246.95
3600	58C	230/480V	1	21	52814	254.95
1800	58C	230/480V	1	23	52815	271.95
1200	58C	230/480V	1.2	24	52816	397.95
3600	58C	230/480V	1.3	22	52817	278.95
1800	58C	208-230/480V	1.5	26	52818	287.95
1200	56C	208-230/480V	1.5	33	52819	405.95
3600	58C	230/480V	1.8	24	52820	323.95
1800	58C	208-230/480V	1.7	31	52821	309.95
1200	56C	208-230/480V	1.7	38	52822	412.95
3600	58C	208-230/480V	2.3	30	52823	351.95
1800	58C	208-230/480V	2.5	35	52824	336.95
1200	58C	230/480V	2.5	41	52825	469.95
3600	145TC	208-230/480V	2.5	51	52826	540.95
1800	145TC	208-230/480V	2.7	51	52827	517.95
1200	184TC	208-230/480V	3.3	79	52828	718.95
3600	145TC	230/480V	3.7	49	52829	602.95
1800	182TC	208-230/480V	4.1	74	52830	592.95
1200	213TC	230/480V	4.6	129	52831	964.95
3600	184TC	230/480V	5.9	81	52832	683.95
1800	184TC	230/480V	6.5	96	52833	644.95
1200	215TC	230/480V	7.2	126	52834	1,071.95
3600	213TC	230/480V	8.9	130	52835	1,042.95
1800	215TC	230/480V	9.4	140	52836	949.95
1200	215TC	230/480V	11.2	158	52837	1,053.95
1800	215TC	230/480V	12.5	162	52838	1,058.95

1-Phase Pump Motors

HP	RPM	FRAME	VOLTAGE	FLA @ 230V	WT (LBS)	STOCK #	EACH
TEFC JET PUMP MOTORS, FOOTLESS							
1/8	3600	56J	115/230V	3	23	52839	\$ 203.95
1/8	1800	56J	115/230V	3	21	52840	254.95
1/2	3600	56J	115/230V	3.7	25	52841	293.95
1/2	1800	56J	115/230V	3.7	26	52842	295.95
3/4	3600	56J	115/230V	5.4	28	52843	277.95
3/4	1800	56J	115/230V	4.1	32	52844	350.95
1	3600	56J	115/230V	6	41	52845	339.95
1	1800	56J	115/230V	6.2	42	52846	402.95
1 1/2	3600	56J	115/230V	8.3	44	52847	402.95
1 1/2	1800	56J	115/230V	8	49	52848	441.95
2	3600	56J	115/230V	11.5	54	52849	472.95
2	1800	56J	115/230V	8.6	50	52850	502.95

3-Phase Pump Motors

HP	RPM	FRAME	VOLTAGE	FLA @ 480V	WT (LBS)	STOCK #	EACH
TEFC JET PUMP MOTORS, FOOTLESS							
1/2	3600	56J	230/480V	0.8	19	52851	\$ 228.95
1/2	1800	56J	230/480V	0.8	21	52852	247.95
1/2	3600	56J	230/480V	1.2	21	52853	247.95
1/2	1800	56J	230/480V	1	22	52854	291.95
3/4	3600	56J	208-230/480V	1.5	23	52855	270.95
3/4	1800	56J	208-230/480V	1.5	26	52856	314.95
1	3600	56J	230/480V	1.6	26	52857	322.95
1	1800	56J	208-230/480V	1.7	31	52858	334.95
1 1/2	3600	56J	230/480V	2.3	31	52859	334.95
1 1/2	1800	56J	208-230/480V	2.5	32	52860	367.95
2	3600	56J	230/480V	2.7	40	52861	423.95
2	1800	56J	208-230/480V	3.1	41	52862	409.95
3	3600	56J	208-230/480V	3.8	44	52863	459.95
TEFC CLOSE-COUPLED PUMP MOTORS, FOOTLESS							
1	1800	143JM	208-230/480V	1.8	36	52864	\$ 427.95
1 1/2	3600	143JM	208-230/480V	2.3	37	52865	448.95
1 1/2	1800	145JM	208-230/480V	2.5	38	52866	448.95
1 1/2	1800	145JP	208-230/480V	2.5	39	52867	448.95
2	3600	145JM	208-230/480V	2.7	45	52868	499.95
2	3600	145JP	208-230/480V	2.7	45	52869	499.95
2	1800	145JM	208-230/480V	3	44	52870	468.95
2	1800	145JP	208-230/480V	3.1	47	52871	468.95
3	3600	145JM	208-230/480V	3.8	50	52872	560.95
3	3600	145JP	208-230/480V	3.8	51	52873	580.95
3	1800	182JM	208-230/480V	4.3	64	52874	560.95
3	1800	182JP	208-230/480V	4.3	66	52875	560.95
5	3600	182JM	208-230/480V	6	76	52876	717.95
5	3600	182JP	208-230/480V	6	77	52877	717.95
5	1800	182JM	208-230/480V	6.6	78	52878	626.95
5	1800	182JP	208-230/480V	6.6	82	52879	626.95
7 1/2	3600	213JM	208-230/480V	9.4	108	52880	914.95
7 1/2	3600	213JP	208-230/480V	9.4	110	52881	914.95
7 1/2	1800	213JM	208-230/480V	10.9	124	52882	801.95
7 1/2	1800	213JP	208-230/480V	10.9	124	52883	820.95
10	3600	215JM	208-230/480V	11.9	131	52884	1,093.95
10	3600	215JP	208-230/480V	11.9	133	52885	1,093.95
10	1800	215JM	208-230/480V	13.5	137	52886	1,011.95
10	1800	215JP	208-230/480V	13.5	140	52887	1,011.95



Quotation

1657 Shermer Road
Northbrook IL 60062-5362
Ph : (800) 323-0620
Fax: (800) 722-3291

Customer Information

TOWN OF CARMEL SEWER #2
11 OLD ROUTE 6
CARMEL NY 10512-2107

Billing Information

TOWN OF CARMEL SEWER #2
MCALPINE AVE
MAHOPAC NY 10541-0000

Shipping Information

TOWN OF CARMEL SEWER #2
11 OLD ROUTE 6
CARMEL NY 10512-2107

Information

Grainger Quote Number 2022533087
Validity Start Date 11/14/2014
Validity End Date 12/14/2014
Creation Date 11/14/2014
Grainger EIN Number 36-1150280
PO # QUOTE
PO Create Date
PO Release #
Customer Number 851783282
Department Number
Project/Job Number
Requisitioner Name
Attention
Caller VINNY MAGGIO
Telephone Number 8452258456
Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2010: FOB ORIGIN
Freight Terms: Prepaid
Carrier:
Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Quantity	Unit	Price	Total in USD
10	39E440	Motor,3-Ph,7-1/2 HP,1770 RPM,213T,ODP Mfg Brand Name: BALDOR ELECTRIC Manufacturer Part No: EM3311T	1.00	EA	991.44	991.44
Sub Total						991.44
Total USD						\$ 991.44



Quotation

1657 Shermer Road
Northbrook IL 60062-5362
Ph : (800) 323-0620
Fax: (800) 722-3291

Information

Grainger Quote Number	2022533087
Creation Date	11/14/2014
Customer Number	851783282
Page	2 / 2

Item	Material	Description	Quantity	Unit	Price	Total in USD
PO-Line						

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at <http://www.grainger.com> or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact the Grainger office shown above if you have further questions or need to submit a new request.

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Esteves, Donna](#); [Tenefrancia, Michelle](#)
Subject: RE: 11-17-14 CSD7 Budget Request
Date: Tuesday, November 18, 2014 9:23:15 AM

Rich,

There is only \$200.00 left in the equipment line but there appears to be excess funding in the utility line. I will need to transfer \$ through a budget revision. Please have Donna charge to the equipment line.

Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Franzetti, Richard
Sent: Monday, November 17, 2014 2:14 PM
To: Maxwell, Mary Ann
Subject: 11-17-14 CSD7 Budget Request

Mary Ann,

I have two (2) requests for work at CSD 7 as follows:

- Blower Motor – \$660.00. We only have one (1) blower, this would rebuild a motor to have a redundant blower.
- RBC Motor - \$1,159.00. This is to address the noise complaint at CSD7.

Can you please confirm if there is sufficient budget for this work?

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

Richard J. Franzetti, P.E.
Town Engineer



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

#9

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

☒ Work Session 11/25/14

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

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

Date: November 19, 2014

Re: CWD#6 Emergency Repairs

On Sunday, November 2, 2014 Bee and Jay (B&J), the operators for Carmel Water District #6 (CWD#6) reported low level storage in the water supply tank. Upon further inspection, B&J identified that the submersible pump inside the pump house was not operating and was losing water due to a hole in the drop pipe and pump.

On Tuesday, November 4, 2014, B&J performed the necessary repairs for the system which included dismantling and replacing the internal piping, replacing the necessary electrical wiring and the removal and replacement of the existing, 10 year old, 5 hp submersible pump. Due to its locations a boom truck was needed to remove the pump.

Attached is the invoice from B&J to perform this repair in the amount of \$8,206.70.

This Department did speak with the Town of Carmel Comptroller who indicated that there are sufficient funds in budget for this work as describe in the attached correspondence.

This Department recommends that the Town Board approve the payment of this invoice and respectfully requests that this matter be placed on the next Town Board work session.

Tel: (845) 628-1500 Fax: (845) 628-7085 email rjf@ci.carmel.ny.us



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
11/6/2014	75017

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 6
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 6
Tomahawk Storage Station
Mahopac, NY

PROFESSIONAL SERVICE 50 YEARS 1964-2014

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Due Upon Receipt	EK	11/2/2014	76351
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		November 2, 2014 - CWD# 6 Tomahawk Creek Station - Emergency: Low Storage Level - Inspection and tested found main submersible pump inside pump house not operating and losing water due to hole in drop pipe and pump, valve off and isolated. November 4, 2014 - Dismantled internal piping, opened roof door access, pulled 5 hp submersible pump with boom truck thru roof, found steel drop pipe rotted and faulty 5 hp pump, 10 years old, installed new 5 hp submersible pump motor, cable and SCH 120 drop pipe with all related parts and fittings. November 5, 2014 - Repiped discharge piping, electrical wiring and secured roof door access, restored new pump into system and tested.		
Labor TOC Mech	2	1- Mech 11/2/14	75.00	150.00
Labor TOC Tech	2	1- Tech 11/2/14	85.00	170.00
Labor TOC Mech	8	1- Mech 11/4/14	75.00	600.00
Labor TOC Tech	8	1- Tech 11/4/14	85.00	680.00
Labor TOC Mech	4	1- Mech 11/5/14	75.00	300.00
Labor TOC Tech	4	1- Tech 11/5/14	85.00	340.00
Boom Truck		Boom Truck	900.00	900.00
Material		Total Materials	5,066.70	5,066.70
		1- 30 GPM SS 5hp Pump End (\$1,589.00)		
		1- Goulds 5hp 3 ph Motor (\$1384.00)		

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____





P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
 p: 845.628.3924 f: 845.628.4062
 e: service@beeandjay.com

INVOICE

DATE	INVOICE #
11/6/2014	75017

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 6
 Engineering Dept.
 60 McAlpin Ave.
 Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 6
 Tomahawk Storage Station
 Mahopac, NY

PROFESSIONAL SERVICE 50 YEARS 1964-2014

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845 628 2087	Due Upon Receipt	EK	11/2/2014	76351	
ITEM	QTY/HRS	DESCRIPTION		RATE	AMOUNT
		350 feet 10-4 Sub Cable ((\$1057.00) 320 feet 1-1/4" SCH 120 Pipe (\$720.00) 15- 1-1/4 SCH 120 Coupling (\$30.75) 1- 1-1/4" Line Check (\$62.09) 1- 2x1-1/4 BR Bushing (\$35.36) 2- Set Heat Shrinks (\$44.00) 2- Torque Arrestor (\$50.00) 6- Rolls Tape (\$30.00) 2- 3/4" Boiler Drains (\$35.00) 1- Pressure Gauge (\$29.50)			

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due \$8,206.70

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Gregory Folchetti esq \(GFOLCHETTI@aol.com\)](#); [Esteves, Donna](#); [Tenefrancia, Michelle](#)
Subject: RE: 11-17-14 Emergency work budget CWD 5,6,7,8
Date: Tuesday, November 18, 2014 9:45:38 AM

Rich,

Below are my responses to Emergency Work in CWDs 5,6,7,8:

- CWD #5, 7, 8 - Emergency Welding Expense \$1,440 each district – There is funding in the emergency repair lines in these districts to cover this expense.
- CWD #6 - \$8,206.70 Pump/re-pipe/re-wire – There is not sufficient funding in the emergency repair line. There is \$6,300 in the repair reserve expense line that I can transfer through a budget revision.

I will respond to the CWD #2 expense in a separate email.....

Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Franzetti, Richard
Sent: Monday, November 17, 2014 3:14 PM
To: Maxwell, Mary Ann
Cc: Gregory Folchetti esq (GFOLCHETTI@aol.com); Esteves, Donna
Subject: 11-17-14 Emergency work budget

Mary Ann,

Can you please advise if there are sufficient funds for the following emergency work:

CWD

- 2 – 796.00 water leak restoration work (in addition to the \$9092.42 already approved)
- 5– Welding - \$1,440.00
- 6 – Pump/re-pipe/Rewire \$8206.70
- 7– Welding - \$1,440.00
- 8 – Welding - \$1,440.00

Thanks

Richard J. Franzetti, P.E.
Town Engineer



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

#10

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

☒ Work Session 11/25/14

☐ Agenda

MEMORANDUM

To: Carmel Town Board

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

Date: November 19, 2014

Re: CSD 7 RBC Motor Replacement

As the Town Board is aware in July of this year the Engineering Department (Department) received a noise complaint regarding Carmel Sewer District 7 (CSD 7).

This Department contacted Severn Trent Environmental Services (STES), the operators for CSD 7, and STES informed the Department that the rotating biological contactor (RBC) unit at CSD 7 has an older drive unit in which the bearings are worn out, thus creating a high pitch hum. STES and this Department determined a temporary fix was to build a noise dampening structure around the drive unit. This temporary fix was completed in early October 2014.

Upon further investigation STES advised the Department that it is their opinion that the majority of the noise emanates from the motor and as that the motor should be replaced. This Department concurs with this assessment. STES requested and received the following quotes (attached) for replacing the RBC motor:

- | | |
|------------------------|------------|
| • STES | \$1,159.00 |
| • Darlington Equipment | \$1,200.44 |
| • TAM Enterprises | \$1,940.00 |

This Department did speak with the Town of Carmel Comptroller who indicated that there are sufficient funds in budget for this work (attached).

This Department requests that the Town Board authorize the purchase and replacement of the RBC motor at a cost of \$1,159.00.

This Department respectfully requests that this request be placed on the next Town Board work session.



Proposal

Severn Trent Services, Inc
1961 Route 6 R3
Carmel, New York 10512
845-228-0461 fax 845-228-0465

Proposal #

Page No. 1 of 1 pages

Proposal Submitted To: Town of Carmel

Phone:

Date: 11-14-14

Job Name: SD # 7 RBC Motor replacement

Job Location: SD # 7 plant

Job Phone:

We Hereby Submit specifications and estimates for: material and installation of a new 5hp three phase motor to replace existing motor on the RBC drive.

We Propose: To provide and install the following, as indicated above

\$1,159.00

Payment to be made as follows: 100% upon completion of work.

All materials guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All arrangements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Signature:

Date of acceptance:

TAM Enterprises, Inc.

384 Onion Avenue

New Hampton, NY 10958

Phone Number: (845)374-1161

Fax Number: (845)374-7178

PROPOSAL

Date	Proposal #
11/14/2014	2218

Name / Address
Town of Carmel NY

Quantity	Description	Cost	Total
	<i>Sol # 7</i> WasteWater Treatment Plant Proposed price to supply and install new Baldor motor: Price for motor: \$740.00 Installation of motor: \$1,200.00		
<i>Please add NYS Sales Tax if applicable or provide a tax exempt certificate when returning this form. Please sign & return this proposal via fax (845)374-7178. Thank you for giving TAM Enterprises an opportunity to be of service to you.</i>		Subtotal	\$0.00
		Sales Tax (8.125%)	\$0.00
		Total	\$0.00

Signature _____

DARLINGTON EQUIPMENT COMPANY
"WE ARE HERE TO HELP"

Severn Trent Services

October 31, 2014

Attention: Mike

Subject: Drive motor

Mike,

Darlington Equipment Company can supply & install a new motor on your Browning Drive unit at a cost of \$1,200.00

If the drive needs to be replaced, we can supply & install a new Dodge 188D gear reducer at a cost of \$24,000.00

This price does not include any taxes.

Thank you for this opportunity.

We look forward to working with you on this and future projects.

If you have any questions, please contact us.

Very truly yours,

Donald Elzer

DARLINGTON EQUIPMENT COMPANY
PO BOX 312
NEGLEY, OH 44441
PHONE 330-426-2552 * FAX 330-426-2662
RBCS@DARLINGTONEQUIPMENT.COM
WWW.DARLINGTONEQUIPMENT.COM

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Esteves, Donna](#); [Tenefrancia, Michelle](#)
Subject: RE: 11-17-14 CSD7 Budget Request
Date: Tuesday, November 18, 2014 9:23:15 AM

Rich,

There is only \$200.00 left in the equipment line but there appears to be excess funding in the utility line. I will need to transfer \$ through a budget revision. Please have Donna charge to the equipment line.

Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Franzetti, Richard
Sent: Monday, November 17, 2014 2:14 PM
To: Maxwell, Mary Ann
Subject: 11-17-14 CSD7 Budget Request

Mary Ann,

I have two (2) requests for work at CSD 7 as follows:

- Blower Motor – \$660.00. We only have one (1) blower, this would rebuild a motor to have a redundant blower.
- RBC Motor - \$1,159.00. This is to address the noise complaint at CSD7.

Can you please confirm if there is sufficient budget for this work?

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

Richard J. Franzetti, P.E.
Town Engineer



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

#11.

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

☒ Work Session 11/15/14

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

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

Date: November 13, 2014

Cc: M. Maxwell, Comptroller

Re: Lake Casse Park District Maintenance C 214

The maintenance contract for CASSE will expire at the end of this year. Presently Bob Krontilik performs this service for the Town of Carmel, under the contract which was awarded in 2011. Last year the Board extended the contract to Krontilik for 2014. Mr. Krontilik has advised by memo (attached) that he wishes to continue performing the maintenance duties for 2015. He has indicated that he is willing to accept the original contract amount for this service which is \$12,900. This Department has not received any complaints about performance. Based upon this information, we recommend that the contract be awarded to Robert Krontilik.

We contacted the Comptroller's office and were advised that sufficient funds have been budgeted for this work. (see attached email from M. Maxwell).

For the Boards information, below is a list of the responsibilities under the contract:

1. The contractor will provide all necessary tools and equipment required for the proper performance of his various duties for the Lake Casse Park District Facilities.
2. The Park District agrees to provide all necessary supplies and materials.
3. On a DAILY basis, contractor shall perform the following:
 - a) open and close entrance gate (May 1 – Sept 30 8AM – 8 PM) (Oct 1 – April 30 10AM – 5 PM).
 - b) inspect buildings and grounds
 - c) inspect, supply and clean when necessary, bathroom facilities
 - d) supervise lifeguard staff during summer swimming season.
 - e) remove accumulated garbage from building and grounds receptacles.
 - f) be available for twenty-four (24) hour emergencies
4. On a WEEKLY basis, contractor shall perform the following:
 - a) check building heat, electricity, fuel level and alarm systems
 - b) ensure garbage collection by caterer
 - c) sweep and clean building floors
 - d) inspect and clean kitchen facilities if necessary
5. On a MONTHLY basis, contractor shall perform the following:
 - a) report condition of building and grounds to Town Engineer and Advisory Board.
 - b) report rentals to Advisory Board Chairman and post rentals on calendar
6. On a SEASONAL basis, contractor shall perform the following:
 - a) clean windows

- b) *remove snow and ice from building entrance steps*
- c) *arrange for Highway Department to plow entrance road if necessary*
- d) *mow grass three (3) times a month during the period of May through September for a total of fifteen (15) cuts.*
- e) *obtain vendor proposals and arrange for special repairs or contractual services with Town Engineer.*
- f) *perform beach preparation in May and closure in September as follows:*
 - aa) *assemble and install float assembly*
 - bb) *move and set up of low water cement stands*
 - cc) *install lines and floats around complete swimming area*
 - dd) *removal and storage of above at closure*

7. *THROUGHOUT THE YEAR contractor shall oversee clubhouse rentals as follows:*

- a) *show clubhouse to prospective renters*
- b) *schedule and calendar clubhouse rentals*
- c) *complete rental agreement and direct renter to Town Accountant for payment of rental fees and security deposit*
- d) *inspect clubhouse after each use*
- e) *clean building bathroom, kitchen and floors, if necessary after each use*
- f) *remove excessive trash*
- g) *report any damage to Town Engineer to determine whether security deposit is to be retained*

To: Town of Camel, Engineering Dept.
Date: Nov. 12, 2014
Re: Lake Casse Manager
From: Robert Krontilik

I would like to continue with my position as Lake Casse Manager in the year 2015
Thank you
Robert Krontilik

A handwritten signature in blue ink, appearing to read "Robert Krontilik", with a long horizontal flourish extending to the right.

Vara, Rob

From: Maxwell, Mary Ann
Sent: Friday, November 14, 2014 1:07 PM
To: Vara, Rob
Cc: Franzetti, Richard
Subject: RE: 11-14-2014 Lake Casse Park District Budget.

Yes the budget for 2015 for the Maintenance contract is \$13,000

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Vara, Rob
Sent: Friday, November 14, 2014 12:59 PM
To: Maxwell, Mary Ann
Cc: Franzetti, Richard
Subject: 11-14-2014 Lake Casse Park District Budget.

Max, Do we have sufficient funds to hire Bob Krontilik for 2015 to perform the Maintenance work? The contract price for the year is \$12,900.00.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax: 845-628-7085

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

☒ Work Session 11/25/14

☐ Agenda _____

MEMORANDUM

To: Ann Spofford, Town Clerk

From: Robert Vara, Engineering Projects Coordinator 

Date: February 3, 2014

Cc: Kenneth Schmitt, Supervisor

Re: Lake Casse Park District Maintenance C 214- Contract Extension

Transmitted herewith for filing, please find one original, fully executed contract for the above referenced matter and copy to the Town Supervisor.

CONTRACT

Lake Casse Park District Maintenance

C214

Between

Robert Krontilik

and

THE TOWN OF CARMEL

THIS AGREEMENT, made the 29 day of January, 2014, by and between THE TOWN OF CARMEL, a municipal corporation of the State of New York, having an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541, (hereinafter referred to as the "TOWN") and Robert Krontilik, doing business as a corporation, located at 26 Logan Road, Mahopac, New York (hereinafter referred to as "CONTRACTOR")

WHEREAS, the TOWN desires to contract with CONTRACTOR for

Lake Casse Park District Maintenance C214 extension for 20

WHEREAS, CONTRACTOR has the personnel with the necessary qualifications, experience and education, and the resources and/or facilities to provide the services desired by the TOWN, as more fully described herein.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN has the necessary funds to pay CONTRACTOR.

SECOND: CONTRACTOR agrees to furnish all supervision, personnel, labor, materials, machinery, tools, appurtenances, equipment and services, and perform and complete all work and required supplemental work for the completion of this contract in accordance with the terms and

conditions and specifications set forth in the following, all of which are incorporated herein by reference:

The Bid/Proposal Form, dated **April 15, 2011**, including the Instructions to Bidders including the Notice to Vendors and Specifications.

Signed copy of CONTRACTOR's bid, dated **April 15, 2011**, with all required attachments.

Certificates of Insurance

Performance Bond (if required by TOWN)

Labor and Material Bonds (if required by TOWN).

THIRD: CONTRACTOR agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the TOWN.

FOURTH: The term of this Agreement shall commence on January 1, 2014 and terminate on December 31, 2014, unless otherwise terminated in accordance with paragraph "NINTH" hereof. It is understood and agreed that all provisions of this contract relating to the time of performance and completion of work are of the essence of this contract.

FIFTH: For the services rendered pursuant to Paragraph "SECOND", CONTRACTOR shall be paid a fee in accordance with Contractors signed bid form.

Any and all requests for payment to be made shall be submitted by CONTRACTOR on properly executed claim forms (or invoices) of the TOWN and paid only after approval by the Department Head and the Town Comptroller. Prior to the making of any payments hereunder, the TOWN may, at its option, audit all files and disbursement records of CONTRACTOR as are reasonably pertinent to this Agreement to substantiate the basis for payment.

SIXTH: CONTRACTOR agrees not to hold itself out as an agency, department or office of the TOWN, nor shall any of CONTRACTOR's officers, employees or agents make any claim against the TOWN as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the TOWN.

SEVENTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to CONTRACTOR by the Department Head or his/her duly authorized representative and shall be conducted in the best interest of the TOWN.

EIGHTH: It is understood and agreed by and between the parties hereto that the services to be rendered by CONTRACTOR in performance of this Agreement are a material element of this Agreement. Any failure to provide such services shall be deemed a material breach and this Agreement shall terminate in accordance with the provisions in paragraph "NINTH" hereof. No substitution of the services of CONTRACTOR by another shall be permitted during the term of this Agreement without the express written consent of the TOWN.

NINTH: The TOWN, upon ten (10) days notice to CONTRACTOR, may terminate this Agreement in whole or in part when the TOWN deems it to be in its best interest. In such event, CONTRACTOR shall be compensated and the TOWN shall be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

CONTRACTOR, upon thirty (30) days notice to the TOWN may terminate this Agreement in whole or in part when CONTRACTOR deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered by CONTRACTOR prior to the date of termination, it is understood and agreed that the Town Board shall determine the value of such services rendered by CONTRACTOR. Such reasonable and good faith determination shall be accepted by CONTRACTOR as final.

TENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the TOWN is void. CONTRACTOR shall not subcontract any part of the work without the written consent of the TOWN.

ELEVENTH: CONTRACTOR shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to CONTRACTOR as an employer of labor or otherwise. CONTRACTOR shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

TWELFTH: No discrimination by CONTRACTOR shall be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

THIRTEENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, CONTRACTOR agrees to protect, defend, indemnify and hold the TOWN of CARMEL and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations,

actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

FOURTEENTH: The failure of the TOWN to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the TOWN of any provision hereof shall be implied.

FIFTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:

**TOWN SUPERVISOR
60 McAlpin Avenue
Mahopac, New York 10541**

**TOWN ATTORNEY
Greg Folchetti, Esq.
P.O. Box 1200
Carmel, New York 10512**

To CONTRACTOR:

All notices shall be effective on the date of mailing.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

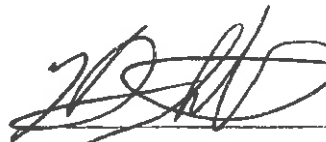
SEVENTEENTH: This Agreement shall be deemed executory only to the extent of the monies available to the TOWN for the performance of its terms and no liability shall be incurred by the TOWN beyond the monies so available.

EIGHTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

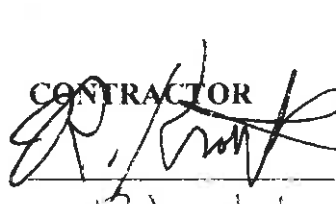
NINETEENTH: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

TOWN OF CARMEL

 Date 1/29/14

Kenneth Schmitt
Town Supervisor

CONTRACTOR
 Date Jun 29/14

By: Robert Kravtchuk
Please Print Name & Title

ACKNOWLEDGMENT OF CARMEL TOWN:

STATE OF NEW YORK)
County Putnam) ss.:
~~TOWN OF CARMEL~~)

On this 30 day of December, 20014, before me personally came **Kenneth Schmitt** to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the Town Supervisor of the Town of Carmel, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Carmel TOWN Charter and that he signed his name thereto under the same authority.

ROBERT JAMES VARA
Notary Public, State of New York
No. 02VA6074894
Qualified in Putnam County
Commission Expires May 27, 2017


Notary Public

ACKNOWLEDGMENT OF CONTRACTOR:

STATE OF NEW YORK)
County Putnam) ss.:
~~TOWN OF~~ Putnam)

On this 27 day of Jan, 20014 before me personally came Robert Krontilnik to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


Notary Public

ROBERT JAMES VARA
Notary Public, State of New York
No. 02VA6074894
Qualified in Putnam County
Commission Expires May 27, 2017

**RESOLUTION AUTHORIZING ACCEPTANCE OF
PROPOSAL FOR LAKE CASSE PARK DISTRICT MAINTENANCE**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Lake Casse Park District hereby authorizes the acceptance of the proposal of Robert Krontilik to perform maintenance services at Lake Casse Park during calendar year 2014 at a cost not to exceed \$12,900.00; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to accept the aforesaid proposal on the terms and conditions authorized herein.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilman Schneider

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u>X</u>	<u> </u>	
John Lupinacci	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

S
E
A
L

I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 15th day of January, 2014; and of the whole thereof.

January 16, 2014
Dated

Ann Spofford
Ann Spofford, Town Clerk