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# Invitation For Bids – **REVISED June 19, 2015**

**IMPORTANT:** SEE “NOTICE TO BIDDERS” CLAUSES HEREIN BIDS MUST BE SENT TO THE ABOVE ADDRESS ONLY

**E-Mail or Facsimile Bid Submissions Are NOT Acceptable**

<b>BID OPENING DATE:</b>	<del>June 9, 2015</del> <b>June 25, 2015</b>	<b>TITLE:</b>	<b>Milk, Fluid (Statewide)</b>
<b>TIME:</b>	<b>11:00 AM</b>	<b>GROUP:</b>	<b>01600</b>
<b>INVITATION FOR BIDS NUMBER:</b>	22773	<b>CLASSIFICATION CODE:</b>	<b>50</b>
		<b>SPECIFICATION REFERENCE:</b>	As Incorporated in the Invitation For Bids
<b>CONTRACT PERIOD:</b>		<b>July 1, 2015 – June 30, 2018</b>	
<b>DESIGNATED CONTACTS:</b>			
Christine Brady Contract Management Specialist 1 E-mail address: <a href="mailto:christine.brady@ogs.ny.gov">christine.brady@ogs.ny.gov</a>		Patricia Kelly-Sbrega Contract Management Specialist 3 E-mail address: <a href="mailto:patricia.kelly-sbrega@ogs.ny.gov">patricia.kelly-sbrega@ogs.ny.gov</a>	

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: Procurement Lobbying: [http://ogs.ny.gov/aboutOgs/regulations/defaultSFL\\_139j-k.asp](http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp)

Bidder's Federal Tax Identification Number: (Do Not Use Social Security Number)		NYS Vendor Identification Number: (See "New York State Vendor File Registration" clause)		
If applicable, place an "x" in the appropriate box ( <b>check all that apply</b> ):	<input type="checkbox"/> NYS Small Business _____ #Employees	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business	
Legal Business Name of Company Bidding:				
D/B/A - Doing Business As (if applicable):				
Street	City	State	Zip	County
If applicable, place an "x" in the appropriate box ( <b>check all that apply</b> ):	<input type="checkbox"/> Manufactured Within New York State	<input type="checkbox"/> Manufactured Outside New York State		
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.				
Bidder's Signature: Title:		Printed or Typed Name: Date:		
Phone : ( ) ext.( )		Toll Free Phone ( ) ext.( )		
E-mail Address:		Company Web Site:		

**FOR PROCUREMENT SERVICES USE ONLY**

<b>P.R. # 22773</b>	LIT <input type="checkbox"/>	MEMO <input type="checkbox"/>	LET <input type="checkbox"/>	OTHER <input type="checkbox"/>	MISSING PAGES <input type="checkbox"/>
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# 1 INTRODUCTION

## 1.1 OVERVIEW AND SCOPE

### 1.1.1 OVERVIEW

This Invitation for Bids (IFB) is issued by the New York State Office of General Services Procurement Services.

The intent of this Invitation for Bids is to establish centralized commodities contracts for Class 1 Fluid Milk.

The commodities contracts awarded as a result of this Invitation for Bid (IFB) will be centralized contract for use by New York State Agencies and Authorized Non-State Agencies Participating in Centralized Contracts. Accordingly, references to the State and its Agencies as Authorized Users under this solicitation and the ensuing contract encompasses and includes all such entities within the definition of “Authorized User” set forth in Appendix B.

All Bidders must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications about this solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. Answers to all questions of a substantive nature will be provided to all registered Bidders in the form of a question and answer document which will be posted on the OGS website and announced through the New York State Contract Reporter site.

This bid document outlines the terms and conditions, and all applicable information required for submitting a bid. A Bidder should pay strict attention to the bid submission date and time to prevent disqualification. To ensure compliance with bid requirements and prevent possible disqualification, Bidder must follow the format and instructions contained in these bid documents.

### 1.1.2 SCOPE

This bid and any resultant contracts are intended to provide the procurement mechanism for the provision and delivery of Class 1 Fluid Milk including but not limited to homogenized, low fat and fat-free products.

Award(s) shall be made by Region to the lowest price responsive and responsible Bidder(s) who are able to meet the terms and conditions of this solicitation. A Region is comprised of one or more NYS counties. Bids must include all Fluid Milk identified in the Region.

The term of this agreement will be a three (3)-year contract with potential extension(s) under the same terms and conditions for additional time period(s) not to exceed a total contract term of six (6) years.

OGS Procurement Services intends to award a single contract for each Region to responsive and responsible Bidders who are able to meet the terms and conditions of this bid.

### **1.1.3 BIDDER QUALIFICATIONS**

Bids shall be accepted only from Plant Operator and/or Processor and/or Dealer and/or Distributors of Fluid Milk who are authorized and licensed / certified to do business in New York State by NYS Department of Agriculture and Markets

Bidder must maintain a business establishment with adequate inventories of the products offered, and must be capable of processing and shipping large numbers of orders to various destinations.

#### **1.1.3.1 PLANT OPERATOR / PROCESSOR / DEALER / DISTRIBUTOR**

Any Bidder submitting a bid hereby guarantees that it is an authorized to do business in New York State by NYS Department of Agriculture and Markets

The Commissioner may require documentation from the Bidder showing the number of years the Bidder has been active in selling the products offered and the size and location of the inventories regularly maintained.

The Commissioner reserves the right to investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant contract. See "Performance and Responsibility Qualifications," "Disqualification for Past Performance and Findings of Non-Responsibility" and "Employees/Subcontractors/Agents" in Appendix B, OGS General Specifications

Bidder understands that bid submission indicates their ability to supply all potential contract users, i.e., State agencies, educational, medical and correctional facilities and other Authorized Users with required quantities of Fluid Milk

### **1.2 REGION NUMBERS, COUNTIES AND MILK MARKETING AREAS**

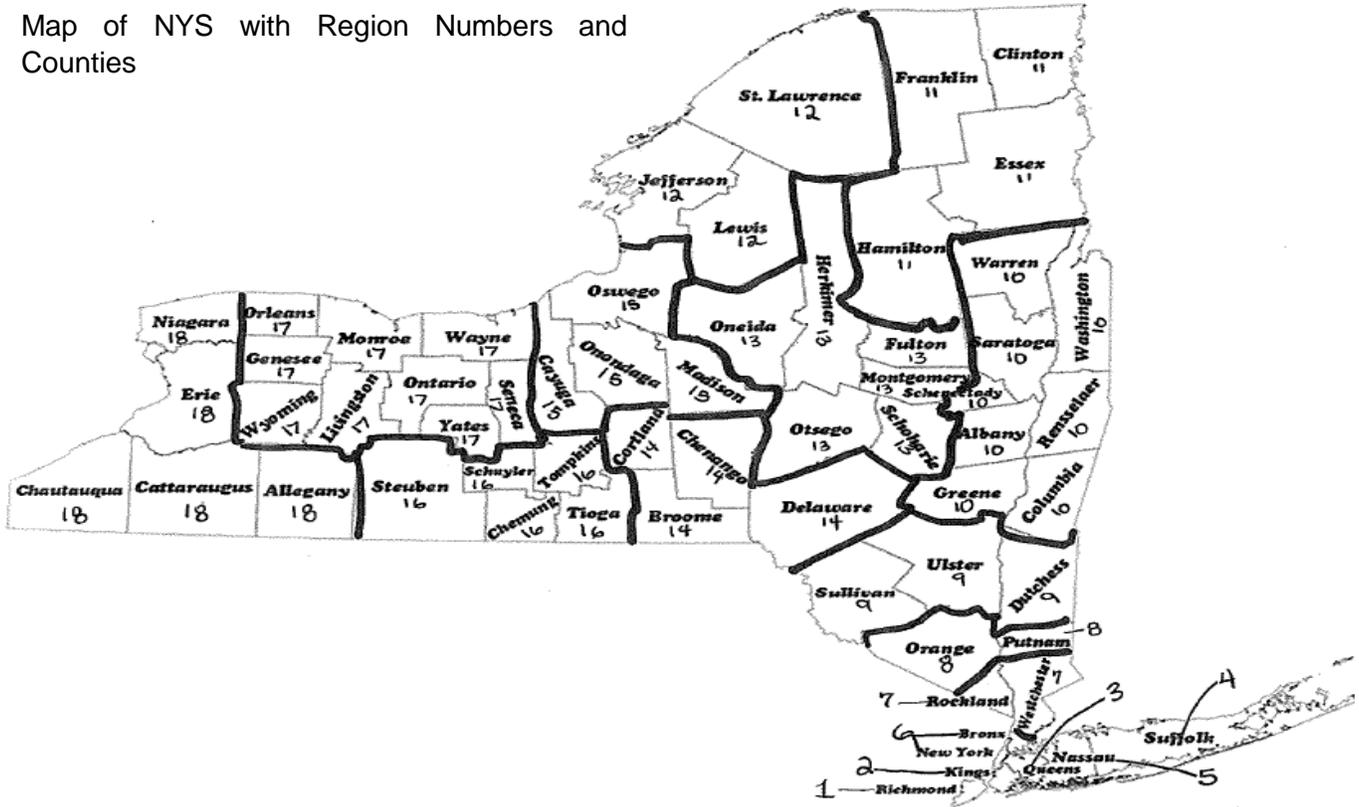
This IFB divides the State of NY into eighteen (18) Regions. Each Region is composed of one or more adjacent NYS counties within in a designated USDA Milk Market Area as identified in the table and map below.

Bidders may choose to bid on one (1) or more of the Regions.

Each Region should be bid in its entirety, based on the MILK DELIVERY SCHEDULE and the Fluid Milk estimates which have been summarized on the corresponding PRICE SHEET for each Region.

~~Failure to bid on all types of Fluid Milk with a quantity greater than one (1) as identified in Attachment 2-~~

Map of NYS with Region Numbers and Counties



~~PRICE SHEETS, for all delivery points in the Region as identified in the Attachment 1- MILK DELIVERY SCHEDULE may result in your bid being considered non-responsive and it may be disqualified from further consideration.~~

REGION NUMBER	REGION DESCRIPTIONS (COUNTIES)	MILK MARKETING AREA
1	Richmond (Staten Island)	NEMMA
2	Kings (Brooklyn)	NEMMA
3	Queens	NEMMA
4	Suffolk	NEMMA
5	Nassau	NEMMA
6	Bronx, New York (Manhattan)	NEMMA
7	Rockland, Westchester	NEMMA
8	Orange, Putnam	NEMMA
9	Dutchess, Sullivan, Ulster	NEMMA
10	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington	NEMMA
11	Clinton, Franklin, Essex, Hamilton	NEMMA
12	Jefferson, Lewis, St. Lawrence	NEMMA
13	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie	NEMMA
14	Broome, Chenango, Cortland, Delaware	NEMMA
15	Cayuga, Madison, Onondaga, Oswego	NEMMA
16	Chemung, Schuyler, Steuben, Tioga, Tompkins	NEMMA

17	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates	WNYMMA
18	Allegany, Cattaraugus, Chautauqua, Erie, Niagara	WNYMMA

**1.3 FLUID MILK SPECIFICATIONS FOR THIS IFB**

All Fluid Milk must be from sources approved by the New York State Department of Agriculture and Markets.

Required licenses and health permits shall be effective at all times during the period of the contract. Cancellation or revocation of license for non-compliance with any order of the Commissioner of Agriculture and Markets shall automatically cancel any resultant contract.

**1.3.1 STANDARDS FOR FLUID MILK**

The Standards for Fluid Milk in this IFB are as follows:

Milks	Milk Fat Minimum	Milk Fat Maximum	Milk Solids Non Fat Minimum	Commercial 1989 Milk Fat
Whole	3.25%	-	8.25%	3.30%
Low fat	.50%	2.0%	8.25%	1.74%
Skim	-	.5%	8.25%	.20%

[http://www.ers.usda.gov/media/935958/ah697\\_002.pdf](http://www.ers.usda.gov/media/935958/ah697_002.pdf)

Based on the United States Department of Agriculture the weight of one (1) quart of Fluid Milk is 2.155 pounds.

**1.3.2 COMPLIANCE WITH NYS DEPARTMENT OF AGRICULTURE, US DEPARTMENT OF AGRICULTURE, FEDERAL FOOD, DRUG ADMINISTRATION AND OTHER REGULATIONS**

The Bidder guarantees any product shall not be adulterated or misbranded and complies in all respects with all applicable guidelines and standards defined by the NYS Department of Agriculture and Markets.

**1.3.3 PATHOGENS / CONTAMINANTS**

No Escherichia coli 0157:H7 (E.coli), or any other pathogens, contaminants, or debris, are permitted in any product.

**1.3.4 FRESHNESS CODES**

Packaging shall contain a clearly legible, freshness code that contains the last date of use or sale, expressed in terms similar to “fresh thru”, “use by”, “for sale by” or some other logo easily read or understood by the general public.

**1.3.5 SOURCE OF SUPPLY**

All Fluid Milk shall be from sources subject to the standards of the New York State Department of Agriculture and Markets or equivalent standards recognized by of the New York State Department of Agriculture and Markets.

**1.3.6 NEW YORK STATE FOOD PRODUCTS:**

The Commissioner of General Services recognizes the importance of utilizing food products that are grown, produced, harvested or processed in New York State. In order to advance this objective, the New York State Office of General Services encourages Bidders to fulfill the requirements of any contract awarded pursuant to this solicitation with products that are grown, produced, harvested or processed, in whole or in part, in New York State, as supported by the Food Metrics Bill, New York State Finance Law § 165.4.

**1.3.7 PRODUCT INTEGRITY / REFRIGERATION**

Bidders must agree to preserve product integrity, wholesomeness, safety, and fitness for human consumption, by maintaining proper temperature during storage and transportation through the use of fully functional refrigerated facilities, and vehicles specifically designed for safe transportation of refrigerated and frozen foods.

Fluid Milk must at all times be stored and transported at a temperature that prevents freezing and does not to exceed 45° Fahrenheit.

Ambient trailers shall not be used to ship refrigerated/frozen product.

**1.3.8 UNUSABLE PRODUCT**

Any claim that delivered product is unusable (damaged, rotten, non-edible, unacceptable substitution, etc.), shall be resolved by credit, substitution or any other applicable means for resolution within three (3) business days upon written notice from receiving Authorized User. If a satisfactory resolution is not reached between the Authorized User and the Contractor, a decision may be made by OGS that shall be final.

**1.3.9 INFERIOR QUALITY**

Inferior products will be rejected, except where milk has been used prior to receipt of laboratory reports from the New York State Department of Agriculture and Markets on official samples showing deficiency in quality. Such milk will be paid for as follows:

For each one-tenth of one percent of butterfat content found less than the minimum established requirements there shall be deducted one cent per quart.

If two or more samples taken from deliveries of milk are found to contain bacteria in excess of the standards specified, the contract shall be canceled. Any undelivered quantities may be purchased in the open market and any difference in cost shall be charged to the contractor.

All deliveries must be made strictly in accordance with instructions appearing on the purchase order. Failure to deliver as specified will result in rejection upon arrival. Immediate replacement may be made from the open market at the contractor's expense.

**1.3.10 PRODUCT SUBSTITUTIONS**

There should be no substitution of products ordered without the express authorization of the Authorized User. Substitutions shall be of same or better grade, quality, etc.

Substitutions should not be made on a continuing basis. The Authorized User will not be held liable for unauthorized product substitutions.

**1.3.11 APPROVAL OF NON-STANDARD FLUID MILK PACKAGING**

It is the responsibility of the Bidder to notify NYS OGS of any deviations in packaging from the Fluid Milks specified in the MILK DELIVERY SCHEDULE.

It is the responsibility of the Bidder to make sure that nonstandard containers and equipment provided by the Bidder are compatible and that this change has the approval of the Office of General Services, Procurement Services.

Approval and acceptance of non-standard packaging must be obtained prior to the bid opening.

**1.3.11.1 BULK MILK PACKAGING**

All containers and filling machines must have the approval of the New York State Department of Agriculture and Markets.

Auto taps are required for all types of containers and sufficient caps shall be furnished to allow one for each tilt rack space. Necessary replacements, in order to maintain constant service, are to be furnished by the contractor without charge.

**1.3.11.2 CONTAINERS FOR SECURE FACILITIES**

Correctional Facilities, Mental Health Facilities and some other institutions or facilities, require packaging and containers which do not present security problems (i.e., wire, metal, sharp edges, etc., which may be easily removed and fashioned into a weapon). Consequently, the contractor may be required to modify and/or change packaging and/or containers for delivery to some locations, in order to reduce potential security problems. Unless otherwise noted, Correctional Facilities will not accept wire mesh crates or crates containing metal parts. There shall be no increase in pricing for making adjustments in packaging or containers used as a result of security requirements.

**NOTICE TO BIDDERS:** Federal Law requires all schools to provide only low-fat or fat-free milk to students. Bidders are advised that during the course of the contract resulting from this solicitation, participating schools may need to adjust their buying patterns in order to comply with new statutes or guidelines regarding nutritional standards. Such adjustments would primarily affect the classes of milk purchased and not the quantity; therefore the shift should not be construed as a breach.

**1.4 INFORMATION FOR BIDDERS**

**1.4.1 KEY DATES AND EVENTS**

<b>Event</b>	<b>Date</b>	<b>Time</b>
<b>IFB Release</b>	<b>May 12, 2015</b>	<b>8:00 AM</b>
<b>Bidder Questions Due To OGS</b>	<b>May 22, 2015</b>	<b>1:00 PM</b>
<b>Issuance of OGS Response to Bidder Questions</b>	<b>June 3, 2015</b>	<b>5:00 PM</b>
<b>IFB Due at OGS / Bid Opening</b>	<b>June 25, 2015</b>	<b>11:00 AM</b>

**1.4.2 BIDDER QUESTIONS, INQUIRIES, CLARIFICATIONS**

All questions must be submitted **in writing** as specified above. The prospective Bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

**1.4.1 PRE-BID CONFERENCE**

There will be **NO** Pre-Bid Conference for this Invitation for Bids. Bidders are strongly encouraged to take advantage of the Q&A period to use the opportunity to ask questions.

**1.4.2 DESIGNATED CONTACTS / INQUIRIES / ISSUING OFFICE**

All inquiries concerning this specification must be addressed to the following Procurement Services designated contact(s) and issuing office:

Primary Contact	Secondary Contact
Christine Brady Contract Management Specialist 1 Corning Tower - 38 <sup>th</sup> Floor Empire State Plaza Albany, NY 12242 E-mail address: <a href="mailto:christine.brady@ogs.ny.gov">christine.brady@ogs.ny.gov</a>	Patricia Kelly-Sbrega Contract Management Specialist 3 Corning Tower - 38 <sup>th</sup> Floor Empire State Plaza Albany, NY 12242 E-mail address: <a href="mailto:patricia.kelly-sbrega@ogs.ny.gov">patricia.kelly-sbrega@ogs.ny.gov</a>

**1.5 NEW YORK STATE PROCUREMENT RIGHTS**

A Bidder is hereby notified that New York State reserves the right to:

1. Reject any or all bids received in response to the IFB.
2. Withdraw the IFB at any time, at the sole discretion of OGS.
3. Make an award under the IFB in whole or in part.
4. Disqualify any Bidder whose conduct and/or bid fails to conform to the requirements of the IFB.
5. Seek clarifications and revisions of bids.
6. Clarify product substitutions or equivalents.
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent IFB amendments.
9. Change any of the schedule dates with notification through the NYS Contract Reporter.
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Bidders.
11. Waive any requirements that are not material.
12. Utilize any and all ideas submitted in the bids received.
13. The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
14. Adopt all or any part of a Bidder's bid in selecting the optimum configuration.
  - a) Negotiate with the Bidder responding to this IFB within the IFB requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' bids.
  - b) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's bid and/or to determine a Bidder's compliance with the requirements of the solicitation.
  - c) Should the State of New York be unsuccessful in negotiating a Contract with the selected Contractor within 45 business days of tentative award, the State may begin Contract negotiations with the next lowest responsive and responsible Bidder in order to serve the best interests of the State of New York.
15. Negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.
16. Have the right to seek correction of obvious errors.
17. Reject any bid submission or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or modifications include but are not limited to:

- any change(s) to document header(s), footer(s) and/or cell(s); unprotecting worksheet(s)/ workbook(s); hiding/un-hiding cell(s)/column(s)/row(s)/worksheet(s); and locking/unlocking cell(s).
18. Have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation, and reject an obviously unbalanced bid as determined by the State or offer the Bidder the opportunity to provide supplemental information or clarify its bid, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing.
  19. Request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services to verify their ability to service a contract with dollar sales volume similar to the scope of this bid through submission of financial statements documenting past sales history.
  20. To determine the disposition of any rebate settlement, restitution, liquidated damage, etc. which arise from the administration of this contract.

**1.6 ESTIMATED QUANTITIES**

Estimated quantities have been provided in the MILK DELIVERY SCHEDULE and summarized in the PRICE SHEET for each Region. The estimated quantities for each Region have been derived from requirements filed by Authorized Users. Only quantities from properly filed requirement letters have been included in this IFB. These quantities are for bidding purposes. Upon award OGS recommends that awarded Contractor(s) confirm accuracy with the Authorized User prior to acceptance of purchase orders.

There is no guaranteed minimum sale to any awarded Contractor.

See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**1.7 IFB DOCUMENTS**

In addition to this main document, this IFB is composed of the following appendices and attachments:

Name	Description
Appendix A	Standard Clauses for New York State Contracts (January, 2014)
Appendix B	OGS General Specifications (June 2014)
Attachment 1	Milk Delivery Schedule (By Region)
Attachment 2	Price Sheets (By Region)
Attachment 3	Bidder Inquiries (Template)
Attachment 4	Bidder Information, Affirmations
Attachment 5	New York State Certifications
Attachment 6	Insurance Requirements
Attachment 7	Encouraging Use of New York State Businesses
Attachment 8	Bid Submittal Checklist
Attachment 9	Report of Contract Purchases (Template)

**1.8 DEFINITIONS**

The terms used in IFB will be defined in accordance with Appendix B (General, Definitions). In addition, the following definitions shall apply.

**“Bidder” or “Offeror” or “Offerer”** shall refer to any business entity who submits a response to this IFB. At the time that the Bidder executes a contract with the State for their services, a Bidder shall become a “Contractor”. See also “Contractor” in Appendix B.

**“Commissioner”** shall mean the Commissioner of the Office of General Services or duly authorized representative.

**“Base Price”** The price per quart quoted by a Bidder in response to this IFB.

**“Class I Milk”** shall be all skim milk and butterfat: (1) Utilized and disposed of as a Fluid Milk in packaged form;(2) Moved to a plant as a Fluid Milk in bulk form where it is utilized or allocated as Class I milk, which in the case of movements to a non-pool plant not regulated by a Federal order shall be a quantity of Fluid Milks not less than that distributed as route disposition in the marketing area from such plant; (3) Contained in inventory of packaged Fluid Milks on hand at the end of the month; (4) In shrinkage assigned pursuant to section 21.32 of this Part; and (5) Not specifically accounted for as Class II, III or IV milk.

**“Milk Delivery Schedule”** Authorized user requirements for delivery of Fluid Milk, including but not limited to type, container size, quantity, delivery location, days and times **and is subject to change.**

**“Extended Price”** refers to the quantity times the price per quart, which shall be used to compare Bidders’ pricing.

**“Fluid Milk”** means: (1) that except as provided in paragraph (2) of this subdivision, any Fluid Milks in fluid or frozen form containing less than nine percent butterfat that are in bulk or are packaged, distributed and intended to be used as beverages. Such products include, but are not limited to: milk, fat free milk, low fat milk, light milk, reduced fat milk, milk drinks, and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, concentrated meaning milk that contains not less than 25.5 percent, and not more than 50 percent total milk solids, or reconstituted.

(2) The term "Fluid Milk" shall not include: (i) Plain or sweetened evaporated milk/skim milk, sweetened condensed milk/skim milk, formulas especially prepared for infant feeding or dietary use (meal replacement) that are packaged in hermetically-sealed containers, any product that contains by weight less than 6.5 percent nonfat milk solids, and whey; and

(ii) The quantity of skim milk in any modified product specified in paragraph (1) of this subdivision that is in excess of the quantity of skim milk in an equal volume of an unmodified product of the same nature and butterfat content.

USDA Federal Standards for Fluid Milk:

Milks	Milk Fat Minimum	Milk Fat Maximum	Milk Solids Non Fat Minimum	Commercial 1989 Milk Fat
Whole	3.25%	-	8.25%	3.30%
Low fat	.50%	2.0%	8.25%	1.74%
Skim	-	.5%	8.25%	.20%

[http://www.ers.usda.gov/media/935958/ah697\\_002.pdf](http://www.ers.usda.gov/media/935958/ah697_002.pdf)

**“Grand Total”** The sum of all extended prices in a Region, which shall be used to determine lowest bid.

“**Issuing Office**” shall refer to the Office of General Services.

“**Region**” One or more NYS counties and its Milk Marketing Area designation

“**May**” denotes the permissive in a contract clause or specification. Also see “Shall” and “Must”.

“**Milk Marketing Orders**” Federal milk marketing orders regulate handlers that sell milk or Fluid Milks within an order region by requiring them to pay at least the established minimum price for Grade “A” milk they purchase from dairy producers.

“**Must**” denotes the imperative in a contract clause or specification. Also see “Shall” and “May”.

“**M/WBE**” shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.

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

“**New York State (NYS) Food Product**” shall refer to commodities that are Food, including milk and Fluid Milks, grown, produced or harvested in New York State, or processed at a facility located within New York State.

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

“**Northeast Milk Marketing Area**” (“**NEMMA**”) The USDA defines this area as all the territory within the bounds of the following political subdivisions, including all piers, docks and wharves connected therewith and all craft moored thereat, and all territory occupied by government (municipal, State or Federal) reservations, installations, institutions, or other similar establishments if any part thereof is within any of the listed states or political subdivisions New York Counties, Cities, and Townships All counties within the State of New York **except** Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Seneca, Wayne, and Wyoming; the townships of Conquest, Montezuma, Sterling and Victory in Cayuga County; the city of Hornell, and the townships of Avoca, Bath, Bradford, Canisteo, Cohocton, Dansville, Fremont, Pulteney, Hartsville, Hornellsville, Howard, Prattsburg, Urbana, Wayland, Wayne and Wheeler in Steuben County; and the townships of Italy, Middlesex, and Potter in Yates (WNYMMA)”which are included in the “**Western NY Milk Marketing Area (WNYMMA)**”. Class 1 differentials apply to the location of the processing plant, and not to the delivery point.  
[http://www.fmmone.com/Order\\_Language/Order\\_Language.pdf](http://www.fmmone.com/Order_Language/Order_Language.pdf)

“**Plant Operator**” or “**Processor**” or “**Dealer**” or “**Distributor**” shall refer to persons or entities authorized by the NYS Department of Agriculture and Markets to sell, re-sell distribute and/or deliver Milk and milk products in NYS.

“**Preferred Source Offering**” shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.

“**Preferred Source Program**” shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive Bidding requirements. The New York State preferred sources include: Corcraft (the marketplace name for the NYS Department of

Corrections and Community Supervision, Division of Industries); New York State Preferred Source Program for People Who Are Blind, NYS Industries for the Disabled; and the Office of Mental Health. These requirements apply to a State agency, political subdivision and public benefit corporation (including most public authorities).

**“Procurement Services”** shall mean a division of the New York State Office of General Services, which is authorized by law to issue centralized, statewide contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts (“Authorized Users”).

**“Should”** denotes the permissive in a contract clause or specification. It refers to items or information that the State has deemed are worthy of obtaining, but are not required or obligatory at the time of bid submission. Also see “May”.

**“The State”** shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

**“Unbalanced bid”** shall refer to a bid based on bid prices that are significantly understated for some items and/or significantly overstated for other items such that there is a reasonable doubt that the bid will result in the lowest overall cost to the State.

**“Western NY Milk Marketing Area” (“WNYMMA” )** The USDA defines this area as the Counties within the State of New York including Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Seneca, Wayne, and Wyoming; the townships of Conquest, Montezuma, Sterling and Victory in Cayuga County; the city of Hornell, and the townships of Avoca, Bath, Bradford, Canisteo, Cohocton, Dansville, Fremont, Pulteney, Hartsville, Hornellsville, Howard, Prattsburg, Urbana, Wayland, Wayne and Wheeler in Steuben County; and the townships of Italy, Middlesex, and Potter in Yates (WNYMMA) which are included. Counties not listed in this definition are listed in the **Northeast Milk Marketing Area** (“NEMMA”). Class 1 differentials apply to the location of the processing plant, and not to the delivery point. [http://www.fmmone.com/Order\\_Language/Order\\_Language.pdf](http://www.fmmone.com/Order_Language/Order_Language.pdf)

## 2 PRICE PROSAL REQUIREMENTS

This bid divides the State into **eighteen (18)** numbered Regions. Each Region includes one or more NYS counties located within a Milk Marketing Area. ~~One MILK DELIVERY SCHEDULE and A PRICE SHEET~~ (**Attachment 2**) has been provided for each Region. ~~This MILK DELIVERY SCHEDULE~~ **Attachment 2, PRICESHEETS** include the following criteria which ~~shall~~ **should** be used by Bidders to propose a GRAND TOTAL Price for each Region bid:

- A listing of specific Fluid Milks up for bid within the Region.
- The estimated quantities of Fluid Milks required per Region
- The delivery schedule for the Region.

For each Region within the bid, Bidders should provide a complete PRICE SHEET ~~MILK DELIVERY SCHEDULE~~ and GRAND TOTAL Price, **or check the “NO BID Check Box”**.

**Each PRICE SHEET specifies two types of Estimated 12 Quantities for Milk:**

- 1. Types of Milk with Estimated 12 Month Quantities which are GREATER THAN 1 AND FOLLOWED BY THE LETTER "E". –AND-**
- 2. Types of Milk with Estimated 12 Month Quantities which are EQUAL TO 1.**

1. TYPES OF MILK WITH ESTIMATED 12 MONTH QUANTITIES GREATER THAN 1 AND FOLLOWED BY THE LETTER "E" - THE QUANTITIES SHOWN INDICATE THE TOTAL ESTIMATED 12 MONTH QUANTITY REQUIRED BY AUTHORIZED USERS FOR EACH MILK TYPE IN THE REGION INDICATED ON THE PRICE SHEET.

The Bidder should enter a per quart price for each line item. The per quart price for with Estimated 12 Month Quantities which are **GREATER THAN 1 AND FOLLOWED BY THE LETTER "E"** will be multiplied by the total number of quarts specified in the Estimated 12 Month Quantity column; the Extended Total will reflect the line item net price. Extended Total will be added together for a Grand Total Price for the Region. These prices will be used to determine low bidder and award.

Types of Milk with Estimated 12 Month Quantities which are **EQUAL TO 1** will not be calculated into the Grand Total. This information will be used to establish a baseline, and will not be used to determine low bidder or award.

IF A BIDDER DOES NOT OFFER A MILK TYPE WITH AN ESTIMATED 12 MONTH QUANTITY EQUAL TO 1, PLEASE STATE "PRODUCT NOT AVAILABLE" IN THE SHADED FIELD. Bidders should not leave any shaded cell blank.

Failure to bid on all types of Fluid Milk with a quantity greater than one (1) as identified in Attachment 2 - PRICE SHEETS, may result in your bid being considered non-responsive and it may be disqualified from further consideration.

## 2.1 PRICE

Price shall include all customs and duties and be net, per quart, F.O.B. **DESTINATION** any point in New York State.

Price shall include unloading by the contractor to the location and **within** the time frame stated in the MILK DELIVERY SCHEDULE. Anticipated delivery points can be found in the MILK DELIVERY SCHEDULE, attached to this IFB.

Price submitted with bid must remain in effect through JUNE 30, 2016.

Each year the awarded bids will receive a base price adjustment (up or down) as per the Section titled CPI-U Price Adjustment.

## 2.2 CPI PRICE ADJUSTMENT

Base contract pricing will remain firm through June 30, 2016. Beginning July 1, 2016, an annual price adjustment will be allowed based on the Consumer Price Index (CPI-U) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items (Series ID: CUUR0000SAO) as published by the US Department of Labor, Bureau of Labor Statistics, Washington D.C. 20212. The index is available through the internet at the Bureau of Labor Statistics (BLS) website at "www.bls.gov.com" If at any time, the above series ID is discontinued or not available, the State reserves the right to implement an applicable index.

Price adjustments using the CPI involve changing the base quart price for each type of fluid milk offered by the percent change in the level of the CPI between a "reference" period and a "subsequent" time period. The "reference" period shall be the month in which the bid opening was held and the subsequent time period shall be May of each year. Every price adjustment (up or down) shall be based on comparing the reference period (May 2015) to the following subsequent CPI-U May figure. Each price adjustment shall be effective the following July.

An example of the annual price adjustment calculation is as follows (**all figures used are for illustrative purposes only**):

<b>SAMPLE CALCULATION OF ANNUAL CPI PRICE ADJUSTMENT</b>	
Base Quart Price for Milk, White 1%	\$0.3445
CPI-U Adjustment as of May 2015 (CUUR0000SA0)	199.5
(Minus) CPI-U Base as of December 2013 (CUUR0000SA0)	-189.4
Equals index point change	= 10.1
Divide index point change by the reference period	189.4/10.1
Equals percent change	= 0.0533
Results multiplied by 100 to achieve a percent.	5.33%
Percent change rounded to the nearest whole number	5%
5% multiplied by .34 (Base Quart Price above)	$(.3445 \times 1.05) = .3617$ New Base Quart Price \$.3617 would be effective July 2015.

**2.3 MILK MARKETING ORDER**

In the event of an increase or decrease in the Class 1 (one) price including butterfat and skim milk prices, pursuant to the provisions of Article 21, as amended by Chapter 383 of the Laws of 1937, of the Agriculture and Markets Law, and/or Federal or State Milk Marketing Agreement or Order, the Office of General Services, Procurement Services, will authorize an adjustment of the prices paid for Fluid Milk delivered under contract to facilities located in the milk marketing area.

Bids on fluid milk will be considered with the understanding that for facilities located in the Northeast Milk Marketing Area (NEMMA), they are based on the Class 1 (one) price announced by the Order’s Market Administrator for **April 2015** at Onondaga County (Syracuse, NY) and for facilities located in the Western New York Milk Marketing Area (WNYMMA), they are based on the Class 1 (one) price announced by the Order’s Market Administrator for **April 2015** at Monroe County (Rochester, NY). All Fluid Milks must conform to the definitions and standards of identity set forth in Part 17 of 1NYCRR.

In areas not subject to Federal or State Milk Marketing Orders, adjustments shall be computed on the same basis as those under the Northeast Milk Marketing Area.

Milk Marketing price adjustments are issued and updated monthly. Monthly price adjustments are posted to the Procurement Services website.

**2.4 DAIRY COMPACT**

In the event a dairy compact covering New York State becomes effective pursuant to State and/or Federal law during the contract period and such compact’s mandated price is higher than the price set for Class 1 (one) milk within the State pursuant to a State or Federal order, OGS will authorize price adjustments to reflect such compact pricing.

**2.5 DEPOSIT CHARGE FOR MILK CASES**

The contractor may assess a deposit charge as established by the New York State Department of Agriculture and Markets for each milk case delivered to the using facility and which upon delivery remains at the premises of the facility. Ownership of each milk case properly identified with the name or other business identification of the person or company who is the owner remains with that owner notwithstanding the imposition of the deposit.

The deposit may be held by the contractor so long as the milk case or its replacement remains on the facility premises and until such time as it is returned to the contractor in useful condition allowing for normal wear and use. A reconciliation statement of all deposited funds shall be made within 30 days of contract termination or return of milk cases.

## **2.6 MILK COOLERS / DOLLIES / DISPENSERS / CARTS**

For designated facilities, the contractor is required to provide milk coolers, dollies, dispensers or carts as indicated at no additional cost.

No additional charge for this equipment will be allowed. The dollies, dispensers or carts are to be provided, installed, maintained and replaced (if necessary) by the contractor at the contractor's expense. On conclusion of the contract, the equipment remains the property of the contractor and is to be removed at contractor's expense.

## **2.7 ROUNDING DOWN OF PRICES**

Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousands place) shall be rounded downward in the State's favor (i.e., a price of \$3.64528 shall be computed and considered \$3.6452).

## **2.8 LOWER PRICING**

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

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 \$50,000.00.

## **2.9 UNWORKABLE PRICE STRUCTURE**

Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions, or result in prices deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the Contractor to terminate any contract resulting from this bid solicitation. If the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify OGS of that fact in order that OGS may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services. Such notification shall not relieve the Contractor of its responsibilities under the contract.

## **2.10 VOLUME DISCOUNTS**

Bidders may offer volume discounts. Volume discounts may be applied per purchase order, cumulatively per Authorized User, and cumulatively statewide. The Bidder shall indicate the basis for applying the volume discount(s) on the bid document form. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative Authorized User volume discounts shall be additional discounts applied to all future orders made by the Authorized User once an established volume has been met by that Authorized User. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all Authorized User orders once an established volume has been met under this contract.

## **2.11 ADDITION OF AUTHORIZED USERS AND SITES**

**Additional Sites:** Any Authorized User of NYS Contracts who has not been identified on the MILK DELIVERY SCHEDULE may be eligible to make purchases and receive deliveries at the awarded Contractor's option.

Those Authorized Users who wish to participate in these contracts after the award has been issued **or which seeks to add additional delivery locations to its order** may do so only with the concurrence of the Contractor awarded the Region in which the Authorized User is seeking delivery.

Authorized Users will be required to submit a requirements document and requested delivery schedule to the Contract Manager at the NYS Office of General Services. NYS OGS will review the request for tracking purposes and forward the request to the awarded Contractor for the Region in which the Authorized User is requesting delivery of Fluid Milk.

Awarded Contractors may ask Authorized Users to provide additional information, such as documentation of eligibility to use New York State contracts, agency code, name, address and contact person, and information about Fluid Milk needs and delivery schedule requested, in order to determine if the awarded Contractor can meet the Authorized User needs, while meeting all obligations identified in the Awarded Contract.

If the awarded Contractor elects to supply Fluid Milk to the Authorized User the awarded Contractor must extend the same pricing, terms and conditions and be agreeable to the Authorized User delivery requirements.

An Authorized User shall not be required to provide credit references.

If the addition of additional Authorized Users or deliveries to a Region results in a substantive change of a particular Fluid Milk's volume from the original bid quantity, the State reserves the right to negotiate a lower per quart base price for that Fluid Milk for every delivery location within the Region.

**Additional Products:** If a specific type of milk and/or the specific type of packaging/size is not listed, and there is a need by an Authorized User, the State reserves the right to add the needed product/size. Pricing in such an event to be commensurate with other Fluid Milk of a similar type/size.

### 3 CONTRACT REPORTING REQUIREMENTS

The Contractor shall submit Attachment 9: REPORT OF CONTRACT PURCHASES including total sales **to** Authorized Users of this Contract by Contractor and all Authorized Dealers and Distributors no later than the fifteenth (15<sup>th</sup>) of the month following the end of each calendar quarter. Quarterly reporting periods will end on Q1: March 31<sup>st</sup>, Q2: June 30<sup>th</sup>, Q3: September 30<sup>th</sup> and Q4: December 31<sup>st</sup>. ~~In addition to a Quarterly report due on December 31<sup>st</sup>,~~ Contractors will also provide a summary report for the calendar year January 1st-December 31st for each year of the contract **due no later than the fifteenth (15th) of the month following the end of each calendar year.**

Failure to submit reports on a timely basis may result in contract cancellation and designation of Contractor as non-responsible.

#### 3.1 REPORT OF CONTRACT PURCHASES

The Contractor shall submit electronically, quarterly (three month period) comprehensive reports as outlined in IBF Section titled CONTRACT REPORTING REQUIREMENTS. Contractor agrees that additional related information may be required and shall be supplied upon request of OGS.

If the Contractor has designated dealers or distributors to service a portion of the contract, it is the Contractor's responsibility to ensure that these reports are maintained and submitted to OGS. The Contractor should compile all information from its dealers and distributors and submit ONE complete report to OGS on or before due dates.

To the best of the awarded Contractors ability, the report must identify products which have been grown, harvested, or produced in NYS, and/or identify products that have been processed at facilities located in NYS.

The report is to be submitted electronically in Microsoft Excel to the OGS contact shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and Contractor's (or other authorized agent) name in the document.

### 3.2 AUTHORIZED USER SALES REPORTS

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on each ~~six-month~~ **quarterly** basis, a report listing the following: name of Products purchased, quantity purchased, unit price and total dollar volume of purchases.

## 4 SERVICE AND DELIVERY (TECHNICAL) REQUIREMENTS

The following sets forth the service requirements for the resulting Contract. Bidder must affirm its ability to meet these service requirements.

### 4.1 INSPECTION

An agency, any of its officers, or any properly authorized representative of the State shall have the right to inspect the premises, facilities and methods on or by which such milk is produced, and may make, or cause to be made, standard tests of any milk delivered for the purpose of determining whether the contract is being properly performed.

### 4.2 DELIVERY OF FLUID MILK

Deliveries are to be made strictly in accordance with instructions on Purchase Order from each ~~agency~~ **Authorized User**, on the day and date and within the time frame specified, in clean properly sealed containers and at a maximum temperature of 45° Fahrenheit on delivery. 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~~ **Authorized User** and, if applicable, from the Office of General Services, Procurement Services.

#### 4.2.1 MILK DELIVERY SCHEDULE

A MILK DELIVERY SCHEDULE based on estimated requirements filed by Authorized Users prior to bid issuance has been attached to this IFB. This MILK DELIVERY SCHEDULE should be used along with the attached Pricing Sheets to prepare a bid submission. The MILK DELIVERY SCHEDULE provides requirements and expanded information on locations, required delivery days and times, security restrictions, special equipment, etc., within each Region. **The MILK DELIVERY SCHEDULE is provided for bidding purposes** and is subject to change.

1. Awarded Contractors are required to make deliveries to all Authorized User facilities as identified in the MILK DELIVERY SCHEDULE for the awarded Region.
2. Authorized Users not identified in the MILK DELIVERY SCHEDULE may participate in contracts resulting from this IFB as described above.
3. Contractors with sufficient inventories are encouraged to allow participation by Authorized Users with facilities located within the Contractors awarded Region.
4. **Awarded** Contractors will be advised regarding political subdivisions or other non-State entities which have filed requirements on a timely basis but do not appear on the MILK DELIVER SCHEDULE.

#### 4.2.2 ~~ADDITIONAL DELIVERY LOCATIONS~~

~~Upon mutual agreement delivery locations may be expanded per the "Non State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.~~

#### 4.2.3 RESTRICTED DELIVERY

Price includes "restricted" delivery. Delivery hours are to be approved by the Authorized User and must be made only on weekdays (Monday through Friday) except/excluding State holidays. Price

shall also include contacting the agency prior to making delivery. Some Correctional and Mental Health Facilities may have delivery restrictions. Delivery to these facilities must be made during certain hours, typically between 8:30 a.m.-10:30 a.m., or between 12:30 p.m.-2:30 p.m. Deliveries are to be made in crates which are acceptable to the facility (wire mesh crates may not be acceptable). [See IFB section titled "CONTAINERS FOR SECURE FACILITIES"]

#### **4.2.4 DELIVERY CERTIFICATION**

Contractor shall secure a signed receipt from Authorized User certifying to physical delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, Contractor will be responsible to ship adequate additional product, as soon as possible, to resolve the deficiency. Such certification does not imply acceptance of product. Acceptance shall be made only after the inspection of goods by the Authorized User.

#### **4.2.5 DELIVERY CONDITIONS**

All Fluid Milk must be delivered in clean well maintained refrigerated vehicles. Authorized User may choose to reject a delivery because of unsatisfactory service, product or unsanitary conditions of delivery equipment.

Delivery personnel should be appropriately uniformed and readily identifiable with visible name and company identification. Contractors shall consult with Authorized Users concerning any other security procedures or delivery protocol.

The product delivered must be strictly in accordance with the Region awarded. Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use."

##### **4.2.5.1 SMALLER VEHICLE USE FOR DELIVERY**

Since delivery sites may be located in non-industrial areas, it is anticipated local ordinances may restrict and/or prohibit the use of 40,000 pound (40') vehicles. Consequently, deliveries to these locations are required to be with smaller vehicles - 26,000 pound (20' straight trucks or 24' "pups") or smaller capacity/size vehicles. In such cases, it is not only a requirement to use smaller vehicles, but it also remains the Contractor's responsibility to determine and comply with local ordinances and requirements. (See IFB section titled PRODUCT INTEGRITY / REFRIGERATION)

#### **4.2.6 MISSED DELIVERIES**

In the event that a Contractor misses a regular scheduled delivery, the contractor shall work cooperatively with the Authorized user to reschedule the delivery at no additional cost to the Authorized User. If resolution cannot be reached within 24 hours, the Authorized User may purchase required quantities from the open market. Any price difference between open market price and contract price will be charged back to the awarded contractor, and applied to the Authorized User account as a credit.

#### **4.2.7 PRODUCTS LEFT ON DOCK**

Deliveries left on the loading dock without acceptance by the Authorized User shall be considered "abandoned goods" and shall be returned at the Contractor's expense or disposed of at the discretion of the Authorized User.

#### **4.2.8 PRODUCT RETURNS DUE TO PRODUCT QUALITY**

Upon written notification by the Authorized User to the Contractor and the Contract Management Specialist of record, products determined to have quality problems, outdated product, damage, etc.,

shall be picked up by the Contractor within one (1) business days after notification with no restocking charge.

Authorized Users shall elect whether to receive a replacement product or a credit/refund for the full purchase price.

#### **4.3 PRODUCT RECALL**

The contractor shall immediately notify the OGS Procurement Services of any recalls pertaining to contract items.

#### **4.4 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.

#### **4.5 CUSTOMER SERVICE**

The Contractor shall provide a sufficient number of employees who are knowledgeable and responsive to customer needs and who can effectively service the contract. The Contractor shall also designate a customer service representative to assist Authorized Users on normal business days, Monday-Friday, between the hours of 8am-5pm.

##### **4.5.1 INVOICING**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B §49. Contract Invoicing.

##### **4.5.2 BILLING DISCREPANCIES**

Contractor shall resolve all billing, order and invoice discrepancies (e.g., shortages, incorrect item received, etc.) within five (5) business days from notification.

##### **4.5.3 SETTLEMENTS**

OGS has the right to determine the disposition of any rebate, settlement, restitution, liquidated damage, etc. which arise from the administration of this Contract.

#### **4.6 FUEL SURCHARGE**

The State shall consider the implementation of a fuel surcharge as a result of a national or worldwide catastrophe that causes the "Weekly US On-Highway Diesel Fuel Price" for the Central Atlantic (New York State) region to exceed 1.5 times the price per gallon as of the date of the Bid Opening. On June 1, 2015, the Weekly US On-Highway Diesel Fuel Price for Central Atlantic region was \$3.143. For example, if the price at the time of Bid Opening is \$4.00 a gallon; the price per gallon would have to exceed \$6.00 a gallon before NYS would consider implementing a fuel surcharge. Prices shall be tracked using information obtained through the Energy Information Administration, United States Department of Energy's (EIA DOE) web site: (<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>).

For every twenty (\$.20) cents per gallon that the price exceeds 1.5 times the cost of the referenced diesel fuel price at the time of bid opening, a delivery surcharge of \$1.00 per delivery will be allowed.

For example, if the price of diesel was \$4.00 on the date of bid opening and the current price is \$6.20, the difference above 1.5 times the price at time of bid opening is \$.20. Therefore, a surcharge of \$1.00 (\$1.00 for every twenty cents) per delivery may be added.

The increase shall be figured in whole increments only. It is the responsibility of the Contractor to notify OGS of any request. All fuel surcharges shall take effect after approval by OGS.

Once the "Weekly US On-Highway Diesel Fuel Price" for the Central Atlantic (New York State) region drops below 1.5 times the price per gallon threshold based upon the original bid opening date the fuel surcharges shall be removed.

In the event fuel prices decrease by more than 50% of the price per gallon based upon the price in effect at the time of the bid opening using the "Weekly US On-Highway Diesel Fuel Price" the State shall apply a credit to each invoice as per the above example.

Contractor shall collect only one surcharge per delivery, when applicable. Contractor shall not be allowed to collect additional delivery surcharges if additional delivery to the same site is made due to Contractor error, (i.e. backorder or shortage).

## **5 ADMINISTRATIVE REQUIREMENTS**

In order to be eligible for consideration under this solicitation, a Bidder must affirm its agreement to comply with the following requirements:

1. Attachment 4: BIDDER INFORMATION- AFFIRMATIONS
2. Attachment 5: NYS REQUIRED CERTIFICATIONS
3. Attachment 6: INSURANCE REQUIREMENTS.
4. Attachment 7: ENCOURAGING USE OF NYS BUSINESS
5. Attachment 9: CONTRACT REPORTING REQUIREMENTS.

### **5.1 NYS VENDOR FILE REGISTRATION**

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID number by completing the OSC Substitute W-9 Form ([http://osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)) and submit the form to OGS in advance of your bid.

Please send this document to the Designated Contact listed on the cover page of this solicitation. OGS will initiate the vendor registration process for all Bidders. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

## 5.2 NYS VENDOR RESPONSIBILITY QUESTIONNAIRE

OGS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the “Questionnaire.” The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, [http://www.osc.state.ny.us./vendrep/vendor\\_index.htm](http://www.osc.state.ny.us./vendrep/vendor_index.htm) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm).

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

**NOTE: A New York State Vendor File Registry Number is required to access the VendRep site (see previous clause). Bidders who do not have an assigned NYS Vendor File Registration Number must submit a hard copy paper questionnaire with their bid.**

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, at his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he/she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination

### **5.3 TAX LAW §5-A**

Tax Law §5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Bidder is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Bidder filed the ST-220-TD with NYS Department of Taxation and Finance (DTF). Note: NYS Department of Taxation and Finance receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. It is strongly recommended that Form ST-220-CA be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Proposed Contractors shall complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf).

Form ST-220-CA should be filed with the bid and submitted to the OGS. If the form is not submitted with the bid, the Bidder must submit the completed form to OGS within five (5) business days of receiving a written request to do so from OGS.

Vendors may consult with DTF's website at [www.tax.ny.gov](http://www.tax.ny.gov) for additional information and frequently asked questions.

### **5.4 INSURANCE**

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the terms of the resultant contract(s) resulting from this Solicitation, all policies of insurance pursuant to the requirements outlined in Attachment 6 INSURANCE REQUIREMENTS.

Bidder shall affirm its agreement to obtain all required contract-specific insurance in Attachment 4 BIDDER INFORMATION-AFFIRMATIONS.

Upon notification of tentative award, a Bidder shall be required to provide proof of all required contract-specific insurance as itemized in Attachment 6 INSURANCE REQUIREMENTS. Such proof of insurance(s) shall be delivered to OGS) within no more than five (5) business days of notification of tentative award.

### **5.5 NON-COLLUSIVE BIDDING CERTIFICATION**

(Reference: State Finance Law §139-d and Appendix A, Clause 7. Form for signature set forth in Attachment 5 NEW YORK STATE REQUIRED CERTIFICATIONS

Each Bidder and each person signing on behalf of any Bidder is required to certify, and in the case of a joint bid each party thereto is required to certify as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Such certification is set forth in Attachment 5 - NEW YORK STATE REQUIRED CERTIFICATIONS.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law §139-d(1)(b).

### **5.6 FINANCIAL STABILITY**

If requested, Bidder must document its ability to service a contract with dollar sales volume similar to the scope of this bid through submission of financial statements documenting past sales history. The Bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five (5) business days. The State reserves the right to request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this bid.

### **5.7 M/WBE PARTICIPATION AND GOALS**

#### **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 NEW YORK STATE LAW**

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority- and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business

enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority 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 labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

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

## **BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)**

### **A. No MWBE Goals**

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

### **B. Good Faith Efforts**

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

- (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
- (2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- (6) Other information deemed relevant to the request.

**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>

## 6 BID SUBMISSION

To be considered responsive, a Bidder should submit a complete bid that satisfies and addresses all requirements stated in the IFB. A BID THAT FAILS TO CONFORM TO ALL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

All bids should include a GRAND TOTAL for all Fluid Milk listed within the applicable Region.

Bids should not be limited to a single product, a partial list or selected products.

Failure to bid all Fluid Milks within the Region may result in your bid being considered non-responsive and your offer may no longer be considered for award for that Region.

Portions of the successful Bidder(s)'s bid and of this IFB shall be incorporated into a final Contract. Therefore, the bid must be signed by a partner, corporate officer or other person authorized to commit their firm to all provisions of the IFB and its bid as submitted.

Once a Contract(s) is awarded, the OGS website will include a notice of contract award, contract updates, price list and Contractor(s)'s contact information.

### 6.1 PROPOSAL CONTENTS AND COMPLETENESS

Bidder should submit their bid proposal in both Hard Copy and on Electronic Media (CD or Flash Drive). If a Bidder does not submit their bid in the format required, the bid may be deemed non-responsive. In the event

that there are any inconsistencies between the electronic submissions versus hard copy submissions, the electronic copy will be deemed controlling by OGS when reviewing the IFB submittal.

**Hard Copy** bid proposal should be submitted in a format so that update pages can be easily incorporated. The use of a binder, or large binder clips is encouraged with the goal of keeping Bidder’s proposal intact. This bid proposal should have the official name of the Bidder’s organization(s) as well as the Group Number and bid Number on the outside front cover. The materials in the Bidders proposal (as indicated) should contain the **original ink signature(s)** of an official(s) authorized to bind the Bidder to its bid. The Bidder proposal should have all documents listed below separated by marked dividers (i.e., Bid Signature Page and Acknowledgement Form, Attachment 1, Attachment 2, etc.):

The following **HARD COPY** documents should be included in the Bid Proposal:

Name	Description	Hard Copy File Instructions
IFB Pages 1 - 2	Pages 1 and 2 of the Invitation for Bid with <b>ORIGINAL</b> ink Signatures (Bid Signature Page and Acknowledgement Form)	<b>ORIGINAL</b> ink Signatures
Attachment 1	Milk Delivery Schedule (For Regions BID)	Completed and Printed from electronic version
Attachment 2	Price Sheets <del>(By Region)</del>	Completed and Printed from electronic version
Attachment 4	Bidder Information, Affirmations	Completed and Printed from electronic version
Attachment 5	New York State Certifications	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures
Attachment 6	Insurance Requirements	<del>Proof of Compliance with Workers' Compensation Coverage and Disability Benefits</del> <b>All Forms To be submitted to OGS within 5 days of tentative award notification</b>
Attachment 7	Encouraging Use of New York State Businesses	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures
Attachment 8	Bid Submittal Checklist	Completed Printed from electronic version
Equal Employment Opportunity Staffing Plan EEO 100	Section VII.1	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures
Vendor Certification	Completed Vendor Responsibility Questionnaire	Certified within past 6 months, Printed
ST-220	NYS TAX FORM	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures

In the event a Bidder may need to submit amendments to their bid prior to the bid Submission Deadline, any amended pages submitted by a Bidder to be incorporated into the bid, should show the date of the revision and indicate the portion of the page being changed. One (1) Hard Copy of amended page(s) and a new CD or Flash Drive shall be submitted indicating the date of revision.



**Electronic Files and Media** should be submitted on a CD or Flash Drive (documents submitted in Excel format should NOT be Protected) and should include:

Name	Description	Electronic File Instructions
IFB Pages 1 - 2	Pages 1 and 2 of the Invitation for Bid with <b>ORIGINAL</b> ink Signatures (Bid Signature Page and Acknowledgement Form)	<b>ORIGINAL</b> ink Signatures ) printed, signed, and scanned into PDF format
Attachment 1	Milk Delivery Schedule (For Regions BID)	(Excel 2013 or lower format)
Attachment 2	Price Sheets ( <del>By Region</del> )	(Excel 2013 or lower format)
Attachment 4	Bidder Information, Affirmations	(Excel 2013 or lower format)
Attachment 5	New York State Certifications	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures, printed, signed, and scanned into PDF format
Attachment 6	Insurance Requirements	<del>Proof of Compliance with Workers' Compensation Coverage and Disability Benefits</del> <b>All Forms To be submitted to OGS within 5 days of tentative award notification</b>
Attachment 7	Encouraging Use of New York State Businesses	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures, printed, signed, and scanned into PDF format
Attachment 8	Bid Submittal Checklist	(Excel 2013 or lower format)
Equal Employment Opportunity Staffing Plan EEO 100	Section VII.1	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures printed, signed, and scanned into PDF format
Vendor Certification	Completed Vendor Responsibility Questionnaire	Certified within past 6 months, Printed, printed, signed, and scanned into PDF format
ST-220CA	NYS TAX FORM	Completed and Printed from electronic version, <b>ORIGINAL</b> ink Signatures printed, signed, and scanned into PDF format

Each document should be titled using the following naming convention: IFB 22773-Attachment # COMPANY NAME.

Each **attachment** should be saved in its own file, properly marked as to its contents. All files should be saved to a single CD or Flash Drive. The State reserves the right to seek clarification of the content of the disk or

drive and utilize hard copy documents submitted at time of bid should a technical problem occur with the electronic media. In this instance, the timely submitted hardcopy bid documents shall control.

**REMINDER:** In the event a Bidder may need to submit amendments to their bid prior to the bid Submission Deadline, any amended pages submitted by a Bidder to be incorporated into the bid, should show the date of the revision and indicate the portion of the page being changed. One (1) Hard Copy of amended page(s) and a new CD or Flash Drive shall be submitted indicating the date of revision.

**6.2 PACKAGING OF IFB RESPONSE**

A complete bid package consists of one (1) set of hard copy documents, and (1) CD or Flash Drive. If using a commercial delivery company that requires their shipping package or envelope to be used, your bid must be placed within the second sealed package or envelope labeled as detailed below. This will ensure that your bid/proposal is not prematurely opened.

Bidder's offer must be submitted in sealed, labeled packages **and received** on or before ~~4:00 PM~~ **11:00 AM ET** on ~~Tuesday, June 9 2015~~ **Thursday, June 25, 2015 (per Addendum #1).**

For Electronic Media, use label format shown below on the left. Label, sign and date (**please use a permanent felt-tipped pen**). Affix to front of CD case/ flash drive (place in mailer) and Bid Samples carton (if applicable). Enclose Mailer, hard copy of the bid and attachments in a shipping carton. Address shipping carton according to shipping label format seen below.

Electronic Media Label Format

Co. Name: _____
<b>Group 01600 MILK-FLUID</b>
<b>IFB #22773</b>
Bid Opening Date: <b>June 25, 2015</b> Time: <b>11:00 AM</b>
Signature: _____
Date: _____

Shipping Label Format

FROM:								
<table border="1"><tr><td>B. O. DATE:</td><td><b>June 25, 2015</b></td></tr><tr><td>B. O. Time:</td><td><b>11:00 AM.</b></td></tr><tr><td>Group No.:</td><td>01600 MILK-FLUID</td></tr><tr><td>IFB No.:</td><td><b>22773</b></td></tr></table>	B. O. DATE:	<b>June 25, 2015</b>	B. O. Time:	<b>11:00 AM.</b>	Group No.:	01600 MILK-FLUID	IFB No.:	<b>22773</b>
B. O. DATE:	<b>June 25, 2015</b>							
B. O. Time:	<b>11:00 AM.</b>							
Group No.:	01600 MILK-FLUID							
IFB No.:	<b>22773</b>							

**Mail To:**  
**New York State Office of General Services**  
**Procurement Services**  
**Corning Tower - 38<sup>th</sup> Floor Reception Desk**  
**Empire State Plaza**  
**Albany, NY 12242**

**6.3 DELIVERY OF BID DOCUMENTS**

**Proposals must be received in the above office on or before ~~4:00 PM~~ 11:00 AM ET on Tuesday, June 9-2015 Thursday, June 25, 2015.**

Bids must be received at the specified location on or before the date and time specified in KEY EVENTS/DATES. **Bidders assume all risk for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening.** Late Bids will be rejected, except in accordance with Appendix B, §6 *Late Bids Rejected*. E-mailed or faxed Bids are NOT acceptable and will not be considered. The received time of Bids will be determined by OGS by the clock at the location identified.

### **Hand Deliveries**

A Bidder must allow extra time to comply with the Building Access procedures in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services. A Bidder assumes all risks for timely, properly submitted deliveries.

### **Important Building Access Procedures**

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk.

A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the Procurement Services receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the Procurement Services Receptionist. The receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver bids or conduct Procurement Services business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

Bids not received within the Procurement Services office by the time and date specified will be considered late. Bidders assume all responsibility for timely delivery of their completed bid.

### **BIDDERS TAKE SPECIAL NOTE OF THE FOLLOWING:**

1. The complete bid package must be received by OGS by the date and time of the bid opening.
2. Any bid pricing or portion(s) thereof submitted on electronic media that are blank or cannot be opened / accessed must be rejected.
3. OGS Procurement Services reserves the right to reject any bid submission or portion(s) thereof determined to have been altered/modified from the original format by the vendor. Such alterations/modifications include, but are not limited to, any change(s) to document header(s), footer(s) and/or cell(s); unprotecting worksheet(s)/workbook(s); hiding/un-hiding cell(s)/column(s)/row(s)/worksheet(s); and locking/unlocking cell(s); and/or changing specifications.
4. Only those cells provided for entering bid information and vendor information are to be accessed by the Bidder.

### **6.4 LIABILITY AND VALIDITY**

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract.

IFBs must remain open and valid for at least 90 days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the Contract by OGS is made or withdrawal of the proposal in writing by Bidder. Tentative award of the Contract shall consist of written notice to that effect by OGS to a successful Bidder, who shall thereupon be obligated to execute a formal countersigned Contract Award Letter.

## 6.5 BID OPENING RESULTS / TENTATIVE AWARDS

OGS Procurement Services posts bid results on the OGS/Procurement Services web page. Bidder information is anticipated to be available online within two business days after the bid opening. This information will be available until the contract is awarded and the contract information is posted in the Procurement Services Contract Portal

Bid Opening Results Page is available at: [-Contract Bid Opening Results | New York State Procurement](#)

**Tentative Awards:** OGS Procurement Services posts tentative awards on the OGS/Procurement Services web page Information is made available online as soon as possible after the bid opening.

Tentative Award Information is available at: [Tentative Award Updates | New York State Procurement](#)

## 6.6 NOTIFICATION OF AWARD

The successful Bidder(s) shall be advised by OGS in accordance with §26 of Appendix B *Contract Creation/Execution*. Tentative award(s) of the Contract shall consist of written notice to that effect by OGS to a successful Bidder(s), who shall thereupon be obligated to execute a formal countersigned Contract Award Letter as described above.

All Bidders will be notified of the outcome of this IFB.

**NOTICE TO BIDDERS:** A Contract Award Notification resulting from this IFB is not an order. Do not take any action under this contract except on the basis of purchase order(s) from Authorized Users.

## 6.7 DISPUTE RESOLUTION POLICY

Appendix B § 64, *Disputes*, is hereby deleted and replaced with the following:

It is the policy of the Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services bid solicitations or contract awards. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Services' Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS Procurement Services website at: <http://nyspro.ogs.ny.gov/sites/default/files/uploaded/Dispute%20Policy%209-2014.pdf>

## 6.8 DEBRIEFING

Unsuccessful Bidders shall be notified upon Notification of Tentative Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid.

After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested in writing within 30 days of posting of the Contract award on the OGS website.

## 6.9 CONFLICT OF TERMS

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (Standard Clauses For NYS Contracts)
2. This Invitation For Bids
3. Appendix B (General Specifications)
4. Bidder's Bid

## **7 BID EVALUATION PROCESS AND SELECTION CRITERIA**

### **7.1 RECEIPT OF BID**

Receipt of bid documents does not indicate that the OGS Procurement Services has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents

### **7.2 METHOD OF AWARD**

Award(s) shall be made by Region to the Responsive and Responsible Bidder who bids the lowest GRAND TOTAL price for that Region. The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. The determination of an unbalanced bid shall be at the sole discretion of the State.

### **7.3 EVALUATION PROCESS**

After the bid opening, each Bidder's GRAND TOTAL price for each Region will be ranked, lowest to highest.

The Bidder with the lowest GRAND TOTAL price for a Region will then be evaluated for responsiveness to all IFB requirements.

If the low Bidder satisfies the IFB requirements for the Region, then no further review of the remaining Bidders for that Region will be conducted.

If the low Bidder fails, then the same steps will be conducted with the Bidder who has the second lowest GRAND TOTAL price bid for the Region. This process will continue with the next lowest Bidder in each Region until a Responsive and Responsible Bidder is found.

## **8 TERMS AND CONDITIONS**

This section sets forth additional terms and conditions that shall be incorporated into the resulting Contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

### **8.1 "OGS OR LESS"**

"OGS or LESS" guidelines will NOT apply to resultant contracts.

### **8.2 PREFERRED SOURCE PRODUCTS**

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People Who Are Blind and NYS Industries for the Disabled, and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant contract(s) may be available from one or more preferred sources. In the

Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law §162(3) or (4)(b), respectively, before engaging the Contractor.

### 8.3 APPENDICES AND ATTACHMENTS

The Bidder's attention is directed to the appendices and attachments attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. The Bidder is responsible for adhering to all requirements of the appendices.

**Appendix A**, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the bid submission.

**Appendix B**, Office of General Services General Specifications, dated June 2014, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. Please retain this document for future reference and do not return to OGS as part of the Bid submission.

See IFB Section titled IFB DOCUMENTS

### 8.4 CONTRACT PERIOD AND RENEWALS

It is the intention of the State to enter into a contract for a term of three (3) years as stated on the Invitation for Bids, except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification

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

If mutually agreed between OGS and the Contractor, the contract may be renewed under the same terms and conditions for additional time period(s) not to exceed a total contract term of six (6) years.

### 8.5 SHORT TERM EXTENSION

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

### 8.6 PERFORMANCE AND BID BONDS

There are **NO BONDS** for this Contract. In accordance with Appendix B, *Performance/Bid Bond*, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

### 8.7 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids

through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. (For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is the Tertiary Contact.) OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: [http://ogs.ny.gov/aboutOgs/regulations/defaultSFL\\_139j-k.asp](http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp).

### **8.8 ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER 4**

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://ogs.ny.gov/EO/4/Default.asp>. The Executive Order No. 4 specification for single use food containers and single use food service utensils adopted in May 2010, for example, requires all single use food containers, coatings, and single use food service utensils, to the maximum extent practicable, be compostable as defined under the ASTM Standard Specification for Compostable Plastics (D6400-04) and ASTM Standard Specification for Compostable Plastics Used as Coatings on Paper and Other Compostable Substrates (D6868-03) or, if such standard is not applicable, be biodegradable and where possible certified by the Biodegradable Products Institute (BPI). Similarly, specifications were adopted for hand soap/cleanser. Additional information on green cleaning requirements is set forth at <https://greencleaning.ny.gov/Entry.asp> State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

### **8.9 MERCURY-ADDED CONSUMER PRODUCTS**

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

### **8.10 DIESEL EMISSION REDUCTION ACT**

Pursuant to N.Y. Environmental Conservation Law §19 0323 of the (“the Law”) it is 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. 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.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. 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 6 NYCRR Parts 248 and 249.

### **8.11 NEW YORK STATE PROCUREMENT CARD**

See "Procurement Card" §20 in Appendix B, OGS General Specifications. A Bidder shall indicate if it will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Attachment 4 BIDDER INFORMATION, AFFIRMATIONS). For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

### **8.12 ELECTRONIC EQUIPMENT RECYCLING AND REUSE ACT**

Contractors should be aware of the NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act which was signed into law in May 2010 and requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of covered electronic equipment, it must agree to comply with these requirements.

#### **Surplus/Take-Back/Recycling**

- I. A State agency is reminded of its obligation to comply with the NY State Finance Law §§167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
- II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.
- III. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at:  
<http://www.dec.ny.gov/chemical/65583.html>.
- IV. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

### **8.13 NEW YORK STATE STATEWIDE FINANCIAL SYSTEM**

The New York State Statewide Financial System (SFS) went live for NYS agencies in April 2012. Future SFS procurement functionality envisions the ability to fully host Contract catalogs or to integrate Contractor-hosted punch-out catalogs. OGS reserves the right to integrate either of these future catalog functions with a Contractor during the contract period, and by submittal of a bid a Bidder agrees to coordinate with SFS for integration if OGS exercises its right to do so. No costs or expenses associated with providing information and integration shall be charged to NYS. Technical Requirements for the data elements, such as data types,

maximum field lengths, and cXML element names shall be provided by SFS during integration. Upon completion of integration and activation of an SFS-based catalog ordering system, State agencies shall process their orders through the SFS functionality and the other Authorized Users shall continue to process orders in accordance with Contract terms and conditions, including through any Contractor-hosted web based ordering system. For more information on SFS, its use, and its capabilities please visit the SFS website here: <http://www.sfs.ny.gov/>.

#### **8.14 CONTRACT ADVERTISING**

In addition to the requirements set forth in Appendix B, §13 Advertising Results, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

#### **8.15 OVERLAPPING CONTRACT PRODUCTS**

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

#### **8.16 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS**

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

Upon request, all eligible non-State agencies must furnish the Contractor 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://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 Procurement's Customer Services at 518-474-6717.

#### **8.17 PROCUREMENT INSTRUCTIONS**

The Authorized User should be familiar with and follow the terms and conditions governing its use which appear in the contract document. Listed below are separate guidance for "Executive Agencies" and "Non-Executive Agencies". All Authorized Users shall issue purchase order(s) directly to the Contractor by mail or fax or email, listed in the Notice of Contract Award.

Upon Authorized User acceptance of products itemized on the purchase order, Contractor(s) will invoice Authorized User for any portion of products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all products in accordance with the contractual requirements.

##### **8.17.1 FOR EXECUTIVE AGENCIES**

An Executive Agency Authorized User shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If the Preferred Sources do not provide a product that meets the form, function and utility of the Executive Agency Authorized User, it may then purchase products from the Contractor(s).

##### **8.17.2 FOR NON-EXECUTIVE AGENCIES**

A Non-Executive Agency Authorized User that is subject to the requirements of State Finance Law §162 (4) shall first purchase all contract items from the appropriate Preferred Sources as required by

State Finance Law §162. If Preferred Source products do not meet the entity's form, function and utility (as required by State Finance Law §162) then it may purchase products from the Contractor(s).

A non-Executive Agency Authorized User that is not subject to the requirements of State Finance Law §162 (4) may purchase products directly from the Contractor(s).

### **8.17.3 INCORPORATION**

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. Therefore, the Bid must be signed by a partner, corporate officer, or other person authorized to commit the Bidder to all provisions of the Solicitation and the Bid as submitted.

### **8.17.4 ORDERS**

Purchase Orders shall be made in accordance with the terms set forth in Appendix B – *Purchase Orders*. Authorized Users may submit orders over the phone. Orders submitted during business hours shall be deemed received by Contractor on the date submitted. If available, Authorized Users may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted after business hours shall be deemed received by Contractor on the next business day. See Section 1.8 - *Glossary*, "Business Day." Orders shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of non-stock orders which must be provided within 10 business days after receipt of order.

All orders shall reference Contract number, requisition, and/or purchase order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation shall be itemized, and include purchase price, date of purchase, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

### **8.17.5 CONTRACT ADMINISTRATORS**

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Contract Administrator shall be set forth in Attachment 4 BIDDER INFORMATION, AFFIRMATIONS. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled.

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

**IFB END**

**Please refer to IFB Section 1.7 for a list of Appendices and Attachments associated with this IFB.**