



# Contract Award Notification

<b>Title</b>	:	<b>Group 05800 – LIQUEFIED PETROLEUM (LP) GASES – PROPANE (STATEWIDE)</b> <b>Classification Code: 15</b>
<b>Award Number</b>	:	<b><u>22780</u></b> (Partially Replaces Award 22682)
<b>Contract Period</b>	:	<b>September 23, 2014 to July 31, 2015</b>
<b>Bid Opening Date</b>	:	<b>June 19, 2014</b>
<b>Date of Issue</b>	:	<b>September 22, 2014 (Revised June 25, 2015)</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation For Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christopher Martinez	Procurement Services
Title : Contract Management Specialist	Customer Services
Phone : 518-474-3856	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : christopher.martinez@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

### Description

This contract is to provide a supply of “LPG” Liquid Propane Gas for use by State agencies and Non-State agencies. LP Gas is available in up to 4 different sizes in each county covered by the award: 20LB (4.7 Gal) cylinders, 34LB (7.9 Gal) cylinders, 100LB (23.6 Gal) cylinders, and bulk.

PR # 22780

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC66617	AMERIGAS PROPANE, LP 460 NORTH GULPH ROAD KING OF PRUSSIA, PA 19406	888-528-9475 610-768-3601 Dawn Stevenson FAX NO.: 610-768-7694 E-mail: dawn.stevenson@amerigas.com Web Site: www.amerigas.com	FEIN: 232787917 <b>VIN: 1000008932</b>

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Emergency Call Center  
888-528-9475 option 1

NOTE: AmeriGas accepts the NYS Procurement Card for purchases up to \$15,000.00 with no additional discount.

PC66618	FERRELLGAS, LP 5859 STATE RT. 31 VERONA, NY 13478	800-437-4856 Michael O'Brien FAX NO.: 315-363-5663 E-mail: mikeobrien@ferrellgas.com Web Site: www.ferrellgas.com	FEIN: 431698481 <b>VIN: 1000009351</b>
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**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Doug Muha  
315-725-3105  
FAX NO.: 315-363-5663  
E-mail: douglasmuha@ferrellgas.com

NOTE: Ferrellgas accepts the NYS Procurement Card for purchases up to \$15,000.00 with no additional discount.

PC66619 SB	ISLAND PROPANE CORP 2411 CHESTNUT AVE RONKONKOMA, NY 11779	631-738-9233 Guy Luccese FAX NO.: 631-738-8818 E-mail: islandpropane@yahoo.com	FEIN: 113367831 <b>VIN: 1000000728</b>
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**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Guy Luccese  
631-738-9233  
FAX NO.: 631-738-8818  
E-mail: islandpropane@yahoo.com

NOTE: Island Propane Corp accepts the NYS Procurement Card for purchases up to \$15,000.00 with no additional discount.

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC66620	MAIN BROTHERS OIL CO., INC. D/B/A MAIN CARE ENERGY 1 BOOTH LN. ALBANY, NY 12211	518-438-7856 David Borger FAX NO.: 518-438-5991 E-mail: dborger@maincareenergy.com Web Site: www.maincareenergy.com	FEIN: 146024844 <b>VIN: 1000007301</b>

**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

David Borger  
518-438-7856  
FAX NO.: 518-438-5991  
E-mail: dborger@maincareenergy.com

NOTE: Main Brothers Oil Co., Inc. accepts the NYS Procurement Card for purchases up to \$15,000.00 with no additional discount.

PC66621	MIRABITO HOLDINGS, INC. D/B/A MIRABITO ENERGY PRODUCTS THE METROCENTER – 49 COURT ST. P.O. BOX 5306 BINGHAMTON, NY 13902	607-352-2958 Joe D’Esti FAX NO.: 607-584-5133 E-mail: joseph.desti@mirabito.com Web Site: www.mirabito.com	FEIN: 150552668 <b>VIN: 1000007358</b>
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**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Matt Meehan  
607-352-2888  
FAX NO.: 607-584-5133  
E-Mail: matt.meehan@mirabito.com

PC66622	SUPERIOR PLUS ENERGY SERVICES, INC D/B/A GRIFFITH ENERGY 1870 WINTON RD S, SUITE 200 ROCHESTER, NY 14618	800-724-2552 Paul Tandlmayer FAX NO.: 877-776-9358 E-mail: ptandlmayer@griffithenergy.com Web Site: www.superiorplusenergy.com	FEIN: 160736353 <b>VIN: 1000007474</b>
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**Contact in the Event of an Emergency After  
Business Hours and on Weekends/Holidays**

Central Dispatch  
800-955-5992  
FAX NO.: 877-776-9358  
E-mail: dispatch@griffithenergy.com

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

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

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

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

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

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

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

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

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**PRICE:**

Price quoted shall include:

- All customs duties and charges and be F.O.B. destination
- Tank and regulator installations
- Use of the equipment for the life of the contract
- Initial leak testing
- Operational instruction of agency personnel
- Periodic inspections of the installations to meet all safety requirement
- Removal of all tanks within thirty days of the contract expiration unless the contractor is either successful in obtaining a new contract award for that agency or arranges to exchange tanks with the new successful contractor.

Price quoted does not include:

- Modifications to interior appliances to meet safety codes
- Additional piping required beyond the exterior wall of a building to bring a facility up to safety code compliance.
- The addition of an appliance.

**LP GAS EQUIPMENT:**

All equipment and the installation of same must meet the requirements of the National Fire Protection Association Code, latest edition. The contractor shall make or cause to be made by competent individuals' periodic inspections of the installation to meet all safety requirements.

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NOTES: The product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-12 and NFPA 58 2011 Standard for storage and handling, or latest revisions thereof.

<u>County/ Item No.</u>	<u>LP Gas Type</u>	<u>Est. Annual Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Albany</u></b>				
1	LPG-100LB/CYL (23.6 GAL)	500	\$1.6375	Mirabito
2	LPG-34LB/CYL (7.9 GAL)	601	\$1.9375	Energy
3	LPG-20LB (4.7 GALLONS)	105	\$1.9375	Products
4	LPG-BULK (GALLONS)	80,550	\$1.5940	
Guaranteed Delivery A/R/O: 36 hours				
<b><u>Cayuga</u></b>				
5	LPG-100LB/CYL (23.6 GAL)	1,300	\$1.6989	Ferrellgas
6	LPG-34LB/CYL (7.9 GAL)	100	\$1.6989	LP
7	LPG-BULK (GALLONS)	18,350	\$1.6989	
Guaranteed Delivery A/R/O: 3 days				
<b><u>Columbia</u></b>				
8	LPG-100LB/CYL (23.6 GAL)	500	\$1.6863	Main Care
9	LPG-BULK (GALLONS)	35,250	\$1.6363	Energy
Guaranteed Delivery A/R/O: 24 Hours				
<b><u>Cortland</u></b>				
10	LPG-BULK (GALLONS)	7,800	\$1.6350	Mirabito Energy Products
Guaranteed Delivery A/R/O: 36 hours				
<b><u>Madison</u></b>				
11	LPG-BULK (GALLONS)	7,700	\$1.6350	Mirabito Energy Products
Guaranteed Delivery A/R/O: 36 hours				
<b><u>Oneida</u></b>				
12	LPG-100LB/CYL (23.6 GAL)	250	\$1.6039	Griffith
13	LPG-34LB/CYL (7.9 GAL)	94	\$1.6039	Energy
14	LPG-20LB/CYL (4.7 GAL)	3,410	\$1.6039	
15	LPG-BULK (GALLONS)	52,630	\$1.6039	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Onondaga</u></b>				
16	LPG-100LB/CYL (23.6 GAL)	1,750	\$1.5940	Mirabito
17	LPG-34LB/CYL (7.9 GAL)	1,000	\$1.8941	Energy
18	LPG-BULK (GALLONS)	24,300	\$1.5940	Products
Guaranteed Delivery A/R/O: 36 hours				

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NOTE: The product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-12 and NFPA 58 2011 Standard for storage and handling, or latest revisions thereof.

<u>County</u>	<u>Item No./ LP Gas Type</u>	<u>Est. Annual Quantity Gallons</u>	<u>Bid Price Per Gallon</u>	<u>Contractor</u>
<b><u>Orleans</u></b>				
19	LPG-100LB/CYL (23.6 GAL)	330	\$1.6089	Griffith
20	LPG-34LB/CYL (7.9 GAL)	200	\$1.6089	Energy
21	LPG-BULK (GALLONS)	6,600	\$1.6089	
Guaranteed Delivery A/R/O: 48 hours				
<b><u>Rensselaer</u></b>				
22	LPG-100LB/CYL (23.6 GAL)	75	\$1.6779	Main
23	LPG-20LB/CYL (4.7 GAL)	20	\$1.6779	Care
24	LPG-BULK (GALLONS)	3,000	\$1.6779	Energy
Guaranteed Delivery A/R/O: 24 Hours				
<b><u>Schenectady</u></b>				
25	LPG-100LB/CYL (23.6 GAL)	3,000	\$1.5958	Mirabito Energy
26	LPG-BULK (GALLONS)	21,593	\$1.5958	Products
Guaranteed Delivery A/R/O: 36 hours				
<b><u>Suffolk</u></b>				
27	LPG-100LB/CYL (23.6 GAL)	21,750	\$1.5150	Island
28	LPG-34LB/CYL (7.9 GAL)	1,970	\$1.5150	Propane
29	LPG-20LB/CYL (4.7 GAL)	5	\$1.5150	Corp.
30	LPG-BULK (GALLONS)	104,120	\$1.5150	
Guaranteed Delivery A/R/O: 24 hours				
<b><u>Tioga</u></b>				
31	LPG-100LB/CYL (23.6 GAL)	71	\$2.2929	Amerigas
32	LPG-34LB/CYL (7.9 GAL)	126	\$2.2929	Propane
33	LPG-20LB/CYL (4.7 GAL)	9	\$3.0839	LP
34	LPG-BULK (GALLONS)	4,604	\$1.6729	
Guaranteed Delivery A/R/O: 3 days				
<b><u>Yates</u></b>				
35	LPG-BULK (GALLONS)	7,300	\$1.6329	Amerigas Propane LP
Guaranteed Delivery A/R/O: 3 days				

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**REQUEST FOR CHANGE:**

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

**CONTRACT PAYMENTS:**

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

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

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

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

**DEBRIEFING:**

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

**PREVAILING WAGE RATES – PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:**

Work being performed is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications and see "WAGE AND HOUR PROVISIONS" in Appendix A paragraph 6. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2014900381**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:  
<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

For Prevailing Wage Updates, use the following DOL link:  
<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

**IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this contract.**

**PROCUREMENT SERVICES DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' New York State 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 document or through the OGS website ([www.ogs.ny.gov](http://www.ogs.ny.gov)).

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**MERCURY-ADDED CONSUMER PRODUCTS:**

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

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

New York State political subdivisions and others authorized by New York State law may participate in Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, §39 Participation in Centralized Contracts. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have Delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include Delivery to locations adjacent to New York State.

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

**EXTENSION OF USE:**

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

**DELIVERY:**

Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing.

**DELIVERY SCHEDULES**

The delivery schedules (based on Requirement submissions) are provided as a guide to indicate proposed delivery points and estimated annual requirements. This information is included to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user at the telephone number shown on the delivery schedule. Contractors shall be obligated to deliver under this contract to any State agency which places a purchase order under said contract, whether or not such delivery location is identified in the delivery schedules.

Any Political Subdivision or other non-State entity which has not submitted a requirement with Procurement Services as of the date of the bid opening shall be eligible to receive deliveries at the Contractor's option only, upon placement of a valid purchase order to the Contractor's address as indicated in the award.

At Contractors request, Contractors will be advised in writing regarding Political Subdivisions or other non-State entities which have filed on a timely basis but do not appear on the delivery schedule.

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NOTE: Contractor agrees to complete all installations within twenty-one (21) days after receipt of a purchase order. Contractor must set up delivery schedules with particular agency.

**EMERGENCY DELIVERY:**

Should the agency run out of propane at any time creating an emergency situation, the contractor shall be required to provide product within four (4) hours of a telephone call from the agency.

**PRICE ADJUSTMENTS**

Contract prices are firm except that price revisions will be permitted on a monthly basis in accordance with the following procedure:

Separate revisions (Increases or Decreases) to the original contract price shall be based on prices in the *Oil Price Daily* (formally *The Journal of Commerce*) under the heading of Propane Pipeline Selkirk, NY.

New York State Procurement will compute any price revisions by determining the difference between the Posted Price on May 28, 2014 (\$1.2939/gal.) and the Posted Price on the last day of every month for the duration of the contract, beginning with the *Oil Price Daily*, Propane Pipeline Selkirk NY Posted Price on July 1, 2014. The differential between these two (2) prices will be added or subtracted to the base bid price yielding the new monthly price. Applicable price changes will be effective on the first day of each month.

The terms “Posting Day” or “Posted Price” as used throughout the award and specification, refer to the actual day the prices are posted.

Should the monthly price revision cycle not provide adequate price adjustments, because of rapid changes in worldwide liquefied petroleum (LP) gases – propane prices, the State reserves the right to increase the frequency of the price revisions to a weekly basis. The weekly basis will utilize the Posted Price on the last business day of the week, to be effective the same day.

NOTE: In the event the monthly “Posting Day” falls as a Holiday, the State will utilize the previous day’s posting for the monthly period. Should postings differ from current description and/or format, a posting determined by the Commissioner in his sole discretion, to be most reflective of market conditions will be used. Same applies if we are utilizing a seven (7) day pricing schedule.

The following clauses shall apply to all price adjustments under any contract awarded:

- 1) Price increases are limited to changes in pre-selected postings as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the contractor, will not be allowed during the contract period.
- 2) Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten (10) days written notice mailed to the contractor to terminate any contract award resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, New York State Procurement.
- 3) Price adjustments will continue using the same method if contract is extended.
4. To view contract pricing, visit our website at:

<http://www.ogs.ny.gov/purchase/FuelsPricingDefault.htm>

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**GUARANTEE:**

The contractor guarantees that the product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-05 and NFPA58 2008. Standard for storage and handling, or latest revision thereof.

**ESTIMATED QUANTITIES:**

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

**CONTRACT TERM:**

This contract shall be in effect from the date that all necessary approvals have been received until June 30, 2015.

**CONTRACT EXTENSION:**

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to two (2) additional one (1) year periods.

In the event a replacement Contract has not been issued at the time of Contract expiration, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one (1) month extension), pricing, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim

**WARRANTIES:**

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

**RESERVATION:**

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

**NOTE:** Contractors must maintain service facilities and have trained personnel qualified to service the product furnished at the using agency within 48 hours.

**VISIT TO THE SITE:**

Contractors may visit the site to familiarize itself with the facilities at the agency, and in particular with the area in which the equipment is installed. It shall be the contractor's responsibility to inform the agency of any changes required before delivery. Some facilities may require vehicle fueling capability.

**EMERGENCY PURCHASING:**

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

**NEW YORK STATE PROCUREMENT CARD:**

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

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RECEIPTS AND INVOICING:

PROCUREMENT CARD RECEIPTS:

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

Invoices:

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

REPORT OF CONTRACT PURCHASES

Contractor shall furnish quarterly reports containing total sales for both State agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be reported in the quarterly report.

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

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

The report in Attachment 5 – *Report of Contract Purchases* is the **minimum** information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with Section 6.20 *Poor Performance* and may result in Contract cancellation and designation of Contractor as non-responsible.

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

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

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

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

(continued)

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

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

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

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

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

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

**CONTRACTOR**

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

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

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

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

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

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

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

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

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

OGS Procurement Services  
Customer Services, 38th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*

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