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

CONTRACT AWARD NOTIFICATION

Title	:	**Group 10200 - MN MULTISTATE (MMCAP) INFLUENZA VACCINE SANOFI PASTEUR, INC. (Statewide)** **Classification Code: 51**
Award Number	:	**PGB-21362**
Contract Period	:	**May 19, 2008 thru December 31, 2012**
Bid Opening Date	:	**March 14, 2008**
Date of Issue	:	**May 20, 2008 (Revised January 31, 2012)**
Specification Reference	:	**As Incorporated In The Piggyback Agreement**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Todd Kayser Title : Purchasing Officer I Phone : 518-474-4501 Fax : 518-474-5052 E-mail : todd.kayser@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

Influenza Vaccine (Fluzone) for the 2012-2013 flu season including the FLUZONE High-Dose Influenza Virus Vaccine.

PR #21362

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#	NYS VENDOR ID #
PC63930	SANOFI PASTEUR, INC. Discovery Drive Swiftwater, PA 18370	800/822-2463 570/957-3486 Jill Bingham Fax: 570/957-3272 E-mail: jill.bingham@sanofipasteur.com Website: www.sanofipasteur.com	980033013	1000009835

Electronic Access Ordering is available via www.vaccineshoppe.com
Accepts NYS Purchasing Card for orders up to $15,000.00.
Contractor will honor orders for less than the minimum order specified in the Master Contract.

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group 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.

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NOTE TO AUTHORIZED USERS: (Cont'd)

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).

NOTE TO CONTRACTOR:

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

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

PSG's DISPUTE RESOLUTION POLICY:

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

APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated July 2006, incorporated by reference herein, is hereby expressly made a part of this Agreement as fully as if set forth at length herein and shall govern any situations not covered by this Agreement or Appendix A.

APPENDIX B NOTES

The following Appendix B paragraphs are hereby deleted for the purpose of this solicitation.

- 4, "Conflict of Terms"
- 13, "Extraneous Terms"
- 23, "Best Pricing Offer" - With the understanding that all pricing herein shall reflect pricing set forth in the MMCAP contract #MS28004
- 28, "Samples"
- 41, "Scope Changes"
- 58, "Performance/Bid Bond"

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See "Governing Law" in Appendix A, Standard Clauses for New York State Contracts.

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CONFLICT OF TERMS AND CONDITIONS

Conflicts between documents shall be resolved in the following order of precedence:

a. Appendix A
b. Master Contract (see "Background and Intent")
c. This Piggyback Agreement
d. Appendix B
e. Bidders Bid (Response to Piggyback Agreement)

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

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. 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://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

PAYMENTS OF INTEREST:

See "Interest on Late Payments" in Appendix B, OGS General Specifications. The Federal Prompt Payment Law (or any other law governing payment terms incorporated in the Master Contract) does not apply to the New York State Contract regardless of customer.

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.state.ny.us/website/dshm/redrecy/c145home.html.

BACKGROUND AND INTENT:

In accordance with Article XI Section 163 of the New York State Finance Law, the Commissioner of General Services (hereinafter "OGS", "State" or "Purchaser"), may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states. The OGS Procurement Services Group, on behalf of the Commissioner,

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BACKGROUND AND INTENT (Cont'd):

finds it necessary and desirable to enter into a contract based on this Piggyback Agreement (hereinafter "New York State Contract") with Sanofi Pasteur, Inc. (hereinafter "Vendor" or "Contractor") for the purchase of specified products under the terms and conditions established pursuant to MMCAP Contract No. MMS28004 for Influenza Vaccine (hereinafter "Master Contract") by State agencies and other authorized purchasers. By completing and signing this document, Vendor is willing and able to enter into a contract and authorizes OGS to process the contract and provide notification to all authorized purchasers.

PRICE AND DISCOUNTS

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in the New York State Contract.

CONTRACT VACCINE:

Products and pricing are subject to change after the 2012-2013 influenza season.

TOTAL DOSES 2,600,000

NDC #	Description	Price Per Unit	Federal Exicise Tax Per Unit	Total Price (w/Excise Tax) Per Unit
49281-390-15	FLUZONE Influenza Virus Vaccine 6 months and older 5 ml. Multi-Dose Vial 2012/2013 Vaccine Season ***NON-RETURNABLE***	$98.48	$7.50	$105.98
49281-012-50	FLUZONE Influenza Virus Vaccine, No Preservative 36 months and older 10-Pack 0.5 ml. Syringes 2012/2013 Vaccine Season ***NON-RETURNABLE*** (Needles not included)	$110.28	$7.50	$117.78
49281-012-10	FLUZONE Influenza Virus Vaccine, no preservatives 36 months and older 10-Pack 0.5 ml. Vials 2012/2013 Vaccine Season ***NON RETURNABLE***	$110.28	$7.50	$117.78
49281-112-25	FLUZONE Influenza Virus Vaccine No Preservative: Pediatric Dose 6 months - 35 months 10-Pack 0.25 ml. Syringe 2012/2013 Vaccine Season ***NON RETURNABLE*** (Needles not included)	$125.68	$7.50	$133.18

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CONTRACT VACCINE (Cont'd):

NDC #	Description	Price Per Unit	Federal Exicise Tax Per Unit	Total Price (w/Excise Tax) Per Unit
49281-391-65	FLUZONE High-Dose Influenza Virus Vaccine 65 years and older 10-Pack 0.5 ml. Syringes 2012/2013 Vaccine Season ***NON-RETURNABLE*** (needles not included)	$255.99	$7.50	$263.49
49281-705-55	FLUZONE Intradermal Influenza Virus Vaccine, no preservatives 18-64 years of age 10 single dose prefilled microinjection systems 2012/2013 Vaccine Season ***NON-RETURNABLE***	$146.48	$7.50	$153.98

Note 1: All Fluzone vaccine reservation requests must be sent to Sanofi Pasteur, Inc. Fluzone vaccine orders through wholesalers via the wholesaler chargeback mechanism are not permitted under this contract.
Note 2: An additional 1% discount is available for all reservations placed through the Sanofi website at www.vaccineshoppe.com
Note 3: An additional 2% discount is available for those members participating in prompt pay per the terms of the contract. (2%30 net31)
Note 4: Influenza vaccine has been added to the list of vaccines subject to Federal Excise Tax. Therefore, Federal Excise Tax will be collected on all doses of 2012/2013 vaccines at a rate of $0.75 per dose.
Note 5: Additional discounts are available for reservations placed by members participating in the Fluzone Vaccine Portfolio Incentive. (Please refer to the contract award document for more details.)

TERMS AND CONDITIONS OF SALES:

Contractor will reserve 2,600,000 does of Fluzone vaccine for purchase by MMCAP for the 2012/2013 influenza season. Based upon prebook performance, Sanofi Pasteur, Inc. reserves the right after March 31, 2012 to increase or decrease the number of doses reserved under this agreement. Sanofi Pasteur, Inc.'s commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps to influence the distribution of vaccine supplies.

Subject to product availability, pricing is valid for reservations placed by Members through December 31, 2012, for the 2012-2013 formula vaccine. Reservations can be placed against the awarded contract amount until March 31, 2012 or when MMCAP achieves its reserved doses of Fluzone vaccine. After cut-off occurs, reservation requests will be processed subject to product availability. Pricing is subject to change after the order cut-off date.

Payment terms remain at 2% 30; net 31 days for any items shipped.

Distribution Policy: Sanofi Pasteur, Inc. expects to make a particial shipment of each member's total Fluzone request of 50% or more by September 30, 2012 with the balance to be completed by October 31, 2012. Sanofi Pasteur, Inc. reserves the right to schedule shipments and/or make partical shipments with prior notification.

Influenza vaccine is subject to Federal Excise Tax. Therefore, Federal Excise Tax will be collected on all doses of 2012-2013 vaccines at a rate of $0.75 per dose.

Fluzone vaccine is offered on a non-returnable basis only.

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TERMS AND CONDITIONS OF SALES (Cont'd):

RESERVATION PROCESS:

Reservation may be placed by contacting:
Customer Account Management
Sanofi Pasteur, Inc.
Phone: 1-800-822-2463
On-line: www.vaccineshoppe.com*

**NOTE: additional savings is currently available for all reservations placed on-line.*

FAX ORDERS WILL NOT BE ACCEPTED.

Each facility will receive confirmation of receipt of their reservation via e-mail or fax within 72 hours.

Participating facilities are eligible for additional savings in the form of the Fluzone Portfolio Incentive. If at least 90% of the prior years Fluzone vaccine dose volume is met, 6.5% credit on Fluzone multi-dose vials and Fluzone Intradermal vaccine and 2% credit on all other Fluzone vaccine presentations will apply to participating facilities who increase their orders over the previous year by 20% and/or whose total consist of 20% Fluzone High dose and Fluzone Intradermal vaccines.

Sanofi Pasteur, Inc. reserves the right to cancel a member's reservation request when the member fails to respond to at least 2 shipping confirmation attempts made and documented by Sanofi Pasteur, Inc.

Fluzone vaccine reservations must be placed on a direct basis only. Fluzone vaccine reservations placed through the wholesaler chargeback mechanism are not permitted and chargebacks will not be honored.

Sanofi Pasteur, Inc. assumes no responsibility for Fluzone vaccine awards made to a wholesaler or distributor. Any promises or commitments made by a wholesaler or distributor regarding pricing, quantities or delivery are solely the responsibility of such wholesaler or distributor.

As a matter of policy, Sanofi Pasteur, Inc. does not re-ship any vaccine returned due to customer over-ordering or double-ordering from other suppliers. For this reason, Sanofi Pasteur, Inc. asks that customers carefully consider their actual purchase request quantities.

Product sold under the Agreement to MMCAP shall be for the MMCAP members' "own use" only and shall not be subject to resale.

Sanofi Pasteur, Inc. shall be under no obligation to provide a specific item, which may be discontinued during the term of the Agreement.

MMCAP Members represent and agree that they will take all appropriate steps to assure that all products supplied hereunder pursuant to the terms of the Agreement, shall be administered to each patient on the basis of an individualized medical judgment by a physician; and MMCAP Members will take all appropriate steps to provide such patient, parent or guardian meaningful warnings relating to the risks and benefits of vaccination, in form and language understandable to such patient, parent, or guardian.

MMCAP hereby certifies and represents to Contractor that it and any eligible MMCAP Member purchasing under this Agreement is a non-profit institution purchasing the products described herein for its own use as defined in Portland Retail Druggist's Association vs. Abbott Laboratories et. al., and that the products are not for dispensation to persons who are not patients, physicians or employees of MMCAP or such MMCAP Members or for other nonexempt dispensation. MMCAP further certifies that, in the event of any nonexempt use of these products, MMCAP will submit to Contractor an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this certification, if proven, shall be treated as a breach of the Agreement.

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REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer 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 the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract through December 31, 2012 as stated on the Piggyback Agreement.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions as stated in the Master MMCAP contract MMS28004.

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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.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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 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 (www.ogs.ny.gov). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

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

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

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.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the products included in the Piggyback Agreement and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

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

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

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

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

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

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

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

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

CONTRACTOR

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

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

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

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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