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

# CONTRACT AWARD NOTIFICATION

| | | |
|---|---|---|
| **Title** | : | **Group 23400 - PAPER TOWELS - SINGLEFOLD AND MULTIFOLD (Statewide)**<br>**Classification Code: 14** |
| **Award Number** | : | **21629-RS** |
| **Contract Period** | : | **May 1, 2009 to April 30, 2015** |
| **Bid Opening Date** | : | **February 3, 2009** |
| **Date of Issue** | : | **April 14, 2009 (Revised November 1, 2014)** |
| **Specification Reference** | : | **As Incorporated In The Invitation for Bids** |
| **Contractor Information** | : | **Appears on Page 2 of this Award** |

## Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|---|
| Name : Lori L. Bahan<br>Title : Contract Management Specialist<br>Phone : 518-486-7313<br>Fax : 518-474-1160<br>E-mail : lori.bahan@ogs.ny.gov | Customer Services<br>Phone : 518-474-6717<br>Fax : 518-474-2437<br>E-mail : customer.services@ogs.ny.gov |

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

## Description

This contract award is for Paper Towels - Singlefold and Multifold manufactured from recycled material which is processed chlorine free and Environmental Choice Certified™.

PR #21629

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

| CONTRACT # | CONTRACTOR & ADDRESS | TELEPHONE # | FED.IDENT.# NYS VENDOR ID# |
|---|---|---|---|
| PC64469<br>**ZONES 1, 3&4** | BUNZL NORTHEAST LLC<br>702 Potential Parkway<br>Scotia, NY `12302 | 800/836-7632, Ext. 11624<br>518/374-7810, Ext. 11624<br>Susan Lawrence<br>Fax No.: 888/749-7632<br>518/831-6585<br>E-mail: scotia_customer_service@bunzlusa.com<br>Website: www.bunzldistribution.com | 205030661<br>1000008649 |

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to $15,000.00.

| | | | |
|---|---|---|---|
| PC64470<br>SB<br>**ZONE 2** | SANICO, INC.<br>PO Box 2037<br>Binghamton, NY 13902 | 800/333-2635<br>607/773-0321<br>Frank Palmasani<br>Fax No.: 607/772-8663<br>E-mail: fpalmasani@isanico.com<br>Website: www.isanico.com | 161236357<br>1000015595 |

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 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 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:

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 |

(continued)

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).

NYSPRO'S's DISPUTE RESOLUTION POLICY:

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

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination as designated by the ordering authorized user including all transportation charges and inside delivery to stockroom of ordering authorized user.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

(continued)

**ZONE 1**
ITEM 1: PAPER TOWELS - SINGLEFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 1. | SINGLEFOLD | |
| | 1 to 24 Cases | $18.49 |
| | 25 to 99 Cases | $17.32 |
| | 100 or more Cases | $16.19 |

Guaranteed Delivery: 20 Days A/R/O
Brand: Tork Universal #SK1850A
Manufacturer: SCA Tissue
Size of Towel: 10.25" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

ITEM 2: PAPER TOWELS - MULTIFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 2. | MULTIFOLD | |
| | 1 to 24 Cases | $17.32 |
| | 25 to 99 Cases | $16.19 |
| | 100 or more Cases | $15.49 |

Guaranteed Delivery: 20 Days A/R/O
Brand: Tork Universal #MK530A
Manufacturer: SCA Tissue
Size of Towel: 9.5" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

**CONTRACTOR, ZONE 1: BUNZL NORTHEAST LLC**

(continued)

**ZONE 2**
ITEM 1: PAPER TOWELS - SINGLEFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 1. | SINGLEFOLD | |
| | 1 to 24 Cases | $16.00 |
| | 25 to 99 Cases | $15.22 |
| | 100 or more Cases | $14.97 |

Guaranteed Delivery: 5-10 Working Days
Brand: Tork Universal #SK1850A
Manufacturer: SCA Tissue
Size of Towel: 10.25" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

ITEM 2: PAPER TOWELS - MULTIFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 2. | MULTIFOLD | |
| | 1 to 24 Cases | $14.80 |
| | 25 to 99 Cases | $14.20 |
| | 100 or more Cases | $13.96 |

Guaranteed Delivery: 5-10 Working Days
Brand: Tork Universal #MK530A
Manufacturer: SCA Tissue
Size of Towel: 9.5" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

**CONTRACTOR, ZONE 2: SANICO, INC.**

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**ZONE 3**
ITEM 1: PAPER TOWELS - SINGLEFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 1. | SINGLEFOLD | |
| | 1 to 24 Cases | $17.32 |
| | 25 to 99 Cases | $16.19 |
| | 100 or more Cases | $15.49 |

Guaranteed Delivery: 20 Days A/R/O
Brand: Tork Universal #SK1850A
Manufacturer: SCA Tissue
Size of Towel: 10.25" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

ITEM 2: PAPER TOWELS - MULTIFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 2. | MULTIFOLD | |
| | 1 to 24 Cases | $16.19 |
| | 25 to 99 Cases | $15.49 |
| | 100 or more Cases | $14.63 |

Guaranteed Delivery: 20 Days A/R/O
Brand: Tork Universal #MK530A
Manufacturer: SCA Tissue
Size of Towel: 9.5" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

**CONTRACTOR, ZONE 3: BUNZL NORTHEAST LLC**

(continued)

**ZONE 4**
ITEM 1: PAPER TOWELS - SINGLEFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 1. | SINGLEFOLD | |
| | 1 to 24 Cases | $18.49 |
| | 25 to 99 Cases | $17.32 |
| | 100 or more Cases | $16.19 |

Guaranteed Delivery: 20 Days A/R/O
Brand: Tork Universal #SK1850A
Manufacturer: SCA Tissue
Size of Towel: 10.25" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

ITEM 2: PAPER TOWELS - MULTIFOLD

| Item No. | Type of Towel | Price Per Case |
|---|---|---|
| 2. | MULTIFOLD | |
| | 1 to 24 Cases | $17.32 |
| | 25 to 99 Cases | $16.19 |
| | 100 or more Cases | $15.49 |

Guaranteed Delivery: 20 Days A/R/O
Brand: Tork Universal #MK530A
Manufacturer: SCA Tissue
Size of Towel: 9.5" x 9.125"
Guaranteed number of towels to a package: 250
Guaranteed number of packages to a case: 16
Guaranteed number of towels to a case: 4,000
Total Recycled Content: 100%
Post Consumer Fiber: 40%
This product is Processed Chlorine Free (PCF).
Product Certifications: Environmental Choice Certified™

**CONTRACTOR, ZONE 4: BUNZL NORTHEAST LLC**

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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, New York State Procurement, 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.

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.

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.

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.

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.

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.

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MERCURY-ADDED CONSUMER PRODUCTS: (Cont'd)

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.

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

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.

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SCOPE:

This contract is for the purchase of singlefold and multifold paper towels by state agencies and non-state agencies authorized by law.

CONTRACT PERIOD:

It is the intention of the State to enter into a contract for a term of five (5) years.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bids, its specifications and subsequent contract award. Discount increases are permitted at any time.

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.

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.

GOVERNOR'S EXECUTIVE ORDER NO 4:

On April 26, 2008, Governor David A. Paterson signed Executive Order No. 4 (EO 4), "Establishing A State Green Procurement And Agency Sustainability Program". Pursuant to EO 4, effective July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable and all copy paper and janitorial paper shall be process chlorine free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.

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 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.

PRICE ADJUSTMENTS:

The prices set forth in this contract shall be adjusted every six months following the first six months of the contract in accordance with the provisions of this clause. There shall be no price adjustments during the first six months of the contract.

The contract prices shall be adjusted on the basis of the Not Seasonally Adjusted "Producer Price Index (PPI)", Series ID: WPU09150123, Sanitary paper products, including stock, published monthly by the U.S. Department of Labor, Bureau of Statistics. The index is also available through the Internet at the Bureau of

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Labor Statistics web site. Go to http://data.bls.gov/PDQ/outside.jsp?survey=wp, then click "Pulp, paper, and allied products", and then click on "Sanitary paper products, including stock.

For all paper towel items listed in this resulting Contract Award Notification, a price change (either upward or downward) will be established by the State every six months following the first six months of the contract.

The adjustment shall be established as follows: Following the first six months of the contact, price adjustments shall be effected beginning with the first month following the first six months of the contract (For example, for a contract with a start date of May 1, 2009, the effective price adjustment date would be November 1, 2009) and every six months of the contract thereafter. The contract **base index** shall be established by taking the PPI for the third month prior to the month of the contract start date and comparing it to the period three months prior to the effective adjustment date. The **adjusted index** minus the base index is divided by the base index and multiplied by 100 to arrive at the percentage of increase or decrease. NOTE: This new **adjusted index** will then become the **base index** for the next price adjustment period. All calculations will be based upon data from the first-published version of the month's index.

The resulting percentage of increase or decrease shall be applied to the contract prices to arrive at the new contract pricing. Each succeeding six months will follow this format. Price increases or decreases shall not exceed 5%.

Should the referenced Producer Price Index (PPI) become discontinued during the course of the contract, it will be replaced by an alternative PPI appropriate for sanitary paper products, and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

The Office of General Services will notify all interested parties of effected price adjustments by way of a Revised Contract Award Notification.

EXTENSION OF USE:

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

MINIMUM ORDER:

Minimum order is one (1) full case.

PROCESSED CHLORINE FREE:

Proposed products must be Processed Chlorine Free (PCF) and must either be accredited as such through an appropriate third party certification program, which requires as part of its certification criteria that the product be PCF; or substantiated with literature published by the manufacturer or through a signed statement by a corporate officer of the manufacturer. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

DELIVERY:

If no elevator is available at the delivery site, contractor will only be required to deliver to a street level (no steps) ground floor location

Delivery shall be made in accordance with instructions on Purchase Order from each authorized user. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering authorized user and, if applicable, from the Office of General Services, New York State Procurement. Delivery shall be made between 9:00 A.M. and 3:00 P.M., Monday through Friday, except State holidays.

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.

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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 800 cases to a single destination.

ZONES:

For purposes of this Contract Award, New York State has been divided by county into four zones: (1) Western, (2) Central, (3) Northeast, (4) Downstate-New York City Metropolitan. Authorized users will place orders with the contractor who holds the contract for the zone to which the paper towels are to be shipped. For example, an Albany authorized user who wants paper towels delivered to the New York City area must order from the New York City Metropolitan area contractor. In the event no award is made for a zone, authorized users within that zone may utilize another zone's contract only upon mutual agreement between the contractor and the authorized user. Agencies utilizing this option may be required to pay freight charges from the contractor's plant to their location at the contractor's discretion. Contractor to ship the paper towels the most economical way and submit Freight Bill with voucher to substantiate shipping charges.

The following is a breakdown of zones by County:

| ZONE 1 | ZONE 2 | ZONE 3 | ZONE 4 |
|---|---|---|---|
| (Western NY) | (Central NY) | (Northeast) | (Downstate - NY City Metro) |
| Allegany | Broome | Albany | Dutchess |
| Cattaraugus | Cayuga | Clinton | Nassau |
| Chautauqua | Chemung | Columbia | New York City (5 Boroughs) |
| Erie | Chenango | Delaware | Orange |
| Genesee | Cortland | Essex | Putnam |
| Livingston | Jefferson | Franklin | Rockland |
| Monroe | Lewis | Fulton | Suffolk |
| Niagara | Madison | Greene | Westchester |
| Ontario | Oneida | Hamilton | |
| Orleans | Onondaga | Herkimer | |
| Steuben | Oswego | Montgomery | |
| Wyoming | Schuyler | Otsego | |
| Yates | Seneca | Rensselaer | |
| | Tioga | St. Lawrence | |
| | Tompkins | Saratoga | |
| | Wayne | Schenectady | |
| | | Schoharie | |
| | | Sullivan | |
| | | Ulster | |
| | | Warren | |
| | | Washington | |

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. Non-State agency contract purchases are to be reported separately from State Agencies. There shall be a separate report for each Item awarded. The Sales Reports are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales if applicable, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: http://www.nylovesmwbe.ny.gov/cf/search.cfm.

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REPORT OF CONTRACT PURCHASES: (Cont'd)

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

| Item | Order Number | No. of Cases | Order Rec'd.. | Total Sales $ |
|---|---|---|---|---|
| | | | | Grand Total Sales $ |

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, New York State Procurement, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual 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.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

WORKERS' COMPENSATION / DISABILITY INSURANCE:

Workers' Compensation and Disability Benefits Insurance Coverage meeting all New York State statutory requirements or proof of exemption thereof is required before a contract can be issued. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids 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.

PALLETIZING:

When an ordering authorized user requires an order to be palletized, the purchase order must clearly state that disposable pallets are required as well as any pallet limitations. Contractor will then be required to furnish disposable pallets at no additional charge, and the authorized user will be required to exchange pallets with the contractor at time of delivery.

(continued)

ITEM 1: PAPER TOWELS – SINGLEFOLD

PACKAGING:

Each case shall be labeled on one or both outside ends indicating product, quantity, brand name/stock number, name of manufacturer and contract number. Singlefold towels are to be banded and packed in cartons. Individual packages of towels contained in cartons must not contain more than the maximum holding capacity of standard singlefold towel dispensers.

QUALITY:

Towels manufactured and delivered must be of first quality. Towels shall be clean; soft texture; of uniform formation free from excessive lint, shives, holes and disagreeable odor; either wet or dry. Folded towels shall be folded evenly and uniformly and shall feed freely and evenly one at a time from dispensers. Towels shall be interlocked to insure satisfactory feeding. Individual packages must be neat in appearance, with ends of package clean cut and free from ragged or uneven edges and with all towels evenly aligned.

ITEM 2: PAPER TOWELS – MULTIFOLD

DIMENSIONS:

Shortest Unfolded Minimum Dimension (inches): 8-1/8”
Minimum Area (Square Inches): 72-15/16”

PACKAGING:

Each case shall be labeled on one or both outside ends indicating product, quantity, brand name/stock number, name of manufacturer and contract number. Multifold towels are to be banded and packed in cartons. Individual packages of towels contained in cartons must not contain more than the maximum holding capacity of standard multifold towel dispensers.

All other specifications the same as Item 1.

(continued)

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

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

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

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

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

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

**CONTRACTOR**

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

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

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

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

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