

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.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 31520 Penetrating Concrete Sealers for Bridge Maintenance (All State Agencies and Political Subdivisions)
		Classification Code(s): 30
Award Number	:	20118
Contract Period	:	February 1, 2006 to August 31, 2007
Bid Opening Date	:	October 18, 2005
Date of Issue	:	January 20, 2006
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 : James E. Malone Title : Purchasing Officer I Phone : 518-473-2428 Fax : 518-474-8676 E-mail : james.malone@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award enables New York State agencies, and political subdivisions the opportunity for procurement of clear penetrating breathable water repellent for use on exterior above grade concrete masonry surfaces such as bridges. The material penetrates the surface and chemically bonds to the substrate to form a permanent attachment of the water repellent molecules, which in turn reduces the amount of water and the contaminates carried by water, such as salt and dirt, from entering the substrate. Subsequently, the deteriorating effects of the contaminates, such as the corrosion of reinforcing steel, spalling, efflorescence, leaching, and staining, are also reduced, thereby extending the life of the asset.

PR # 20118-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62234	Allied Building Products Corporation d. b. a.: Keystone Builders Supply 24 Railroad Avenue Albany, NY 12205	(518) 489-0147 ext. 29 (800) 458-2536 ext. 29 Angela Pacific FAX: (518) 458-2245 E-MAIL: Angela.Pacific@alliedbuilding.com WEBSITE: www.alliedbuilding.com	22-1729463

Allied Building Products will accept the NYS Procurement Card for orders not to exceed \$10,000.00

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.

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.

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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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

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.state.ny.us).

PRICE:

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 including tailgate delivery.

MINIMUM ORDER:

Minimum order shall be five (5) - fifty-five (55) gallon sized drums

The contractor may elect to honor orders for less than the minimum order. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

ITEMS AWARDED:

<u>ITEM 1</u>	<u>Estimated Quantity</u>	<u>Cost/Gal.</u>
PENETRATING TYPE SEALER, NON WATER BASED, <u>VOC COMPLIANT</u>, FOR BRIDGE MAINTENANCE, PER SPECIFICATIONS.	18,500 gals.	\$23.98
Guaranteed Delivery:	5 days A/R/O	
Product Name & ID#:	Sil-Act ATS-100	
Manufacturer:	Advanced Chemical Technologies 100 West Wilshire Boulevard Oklahoma City, OK 73116	
Net Volume of Material per Container:	51.7 Gallons	
% by weight total solids:	100%	
Manufacturers recommended storage temperature range and environmental conditions:	O - 90 °F when kept in sealed containers & covered to protect from environmental elements.	
Manufacturers application temperature range:	40 - 100 °F to a clean, dry surface	
Shelf Life:	24 months	

NOTE: Prices apply for delivery to all points within NYS.

Item #1: ALLIED BUILDING PRODUCTS (d. b. a. : Keystone Builders Supply)

(continued)

ITEMS AWARDED (CONT'D):

<u>ITEM 2</u>	<u>Estimated Quantity</u>	<u>Cost/Gal.</u>
PENETRATING TYPE SEALER, WATER BASE, FOR BRIDGE MAINTENANCE, PER SPECIFICATIONS.	3,500 gals.	\$23.98
Guaranteed Delivery:	5 days A/R/O	
Product Name & ID#:	Sil-Act ATS-100	
Manufacturer:	Advanced Chemical Technologies 100 West Wilshire Boulevard Oklahoma City, OK 73116	
Net Volume of Material per Container:	51.7 Gallons	
% by weight total solids:	100%	
Manufacturers recommended storage temperature range and environmental conditions:	0 - 90 °F when kept in sealed containers & covered to protect from environmental elements.	
Manufacturers application temperature range:	40 - 100°F to a clean, dry surface	
Shelf Life:	24 months	

NOTE: Prices apply for delivery to all points within NYS.

Item #2: ALLIED BUILDING PRODUCTS (d. b. a. : Keystone Builders Supply)

DELIVERY:

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

SHELF LIFE:

Shelf life is the period during which the product shall be satisfactory in every respect for use and is figured from the date of manufacture.

QUALITY ASSURANCE PROVISIONS:

The contractor shall be responsible for complying with all test requirements as stipulated in the Specifications. Where material sample is evaluated prior to award, the contractor's product furnished must be equal in all respects to the sample originally offered for evaluation; however, acceptance of bid sample does not relieve the contractor from meeting all specification requirements. The State reserves the right to perform any of the tests set forth in the Specification prior to award of contract and on field samples selected at random where such tests are deemed necessary to assure that the commodity conforms to prescribed requirements.

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LABELING:

The containers for each material shall be clearly labeled so that they can be easily distinguished from other materials. Each container shall bear a label including the following information:

1. Name and address of manufacturer.
2. Manufacturers product name and identifying number.
3. Kind of material.
4. Net volume of material in container.
5. NYS Item Number.
6. Mix proportions (if applicable), and application instructions.
7. Lot number and/or batch number.
8. Precautionary instructions in regard to the hazardous properties, storage, temperature, minimum temperature for application, etc.
9. Date of Manufacture (Month, Year).
10. Date of Expiration or Shelf Life.

NOTE:

NYS Contract Number, Production Batch Number and date of manufacturer (month & year) shall be clearly shown on each container by stamping or pressure sensitive sticker or equivalent means.

IMPROPERLY LABELED CONTAINERS MAY BE REJECTED!

TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS:

Each contractor furnishing a toxic substance as defined by Section 875 of the State Labor Law to an ordering agency, shall provide such agency, with not less than two copies of a material safety data sheet, which sheet shall include for each such substance in the information outlined in 876 of the State Labor Law.

EXPOSURE OF PRODUCT IN TRANSIT DESTINATION:

Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product.

RETURNABLE DRUMS:

All 55 gallon drums shall remain the property of the contractor. The user shall not retain any empty drums under any circumstance or condition. All drums, including their respective caps, plugs, or bungs shall be returned to the contractor at the contractors expense, as soon as possible, via most reasonable transport method.

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.

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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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated on the face of this Contract Award Notification. If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

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.

NOTE TO CONTRACTOR:

In the event a specified manufacturer's product listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the "Savings/Force Majeure" clause in Appendix B, OGS General Specifications), a product deemed by the Office of General Services to be equal to or better than the specified product must be substituted by the contractor at no additional cost or expense to the State.

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.

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.

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.

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“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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item Number</u>	<u>Product Description</u>	<u>Sold to/Shipped to</u>	<u>Total # of Drums Shipped</u>	<u>\$ Unit Price per Drum</u>	<u>\$ Total Price</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, 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 Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

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 (www.ogs.state.ny.us). 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.

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PRICE ADJUSTMENT CLAUSE:

The price is subject to an increase or decrease after each 4 month period of the contract and every 4 months thereafter, beginning with April 30, 2006. The price adjustment on each item will be commensurate with the increase or decrease in the Producer Price Index (PPI) for "Series ID: PCU3255103255107; Industry: Paint and Coating Manufacturers; Product: Special Purpose Coatings, including Marine, Industrial and Maintenance Coatings."

The formula for the price adjustment is as follows:

- The Current Producer Price Index -

The most recently published **Producer Price Index (PPI)**; whether or not indicated as "preliminary"; prior to April 29, 2006, and each four months thereafter, for Paint and Coating Manufacturers; Product: Special Purpose Coatings, including Marine, Industrial and Maintenance Coatings., Series ID: PCU3255103255107.

DIVIDED (÷) BY

- The Base PPI Index for this Offering -

247.7

This figure is the most recently published; whether or not indicated as "preliminary"; Producer Price Index (PPI) for Paint and Coating Manufacturers; Product: Special Purpose Coatings, including Marine, Industrial and Maintenance Coatings, Series ID: PCU3255103255107, for August 2005, as published by the U.S. Department of Labor prior to the date of publication of this IFB on September 28, 2005.

EQUALS (=)

- The MULTIPLIER -

The quotient result equals a multiplier which will then be applied to the contract price.
A multiplier greater than one (1) will result in an increase in price and a multiplier of less than one (1) will result in a decrease in price.

**Awarded Contract Price Per Item [Per Gallon], *MULTIPLIED* by (x): The Multiplier
- Equals (=) New Adjusted Price Per Item [Per Gallon].**

A Purchasing Memorandum will then be issued by the Procurement Services Group to reflect the price increase or decrease which will be effective April 30, 2006, and every 4 months thereafter.

If the referenced index changes or is removed, an index deemed appropriate by the Procurement Service Group will be used in its place. In such instance the base would change to that of the new referenced index.

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.

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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: _____

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

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