

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 34803 - GYM SHOES (LEATHER) (Statewide)
		Classification Code(s): 53
Award Number	:	<u>19599</u> (Replaces Award 4405-G)
Contract Period	:	May 15, 2005 to May 14, 2010 With Option to Cancel After May 14, 2007.
Bid Opening Date	:	January 27, 2005
Date of Issue	:	April 1, 2005
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 : Jose Samson Title : Purchasing Officer I Phone : 518-474-1300 Fax : 518-474-5525 E-mail : jose.samson@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 is for Gym Shoes, Leather.

PR # 19599-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>
PC61620	ANACONDA SPORTS INC. 85 Katrine Lane Lake Katrine, NY 12449	888-914-6319 x165 845-336-4024 x165 John Lee Fax: 845-336-5381 E-mail: jlee@anacondasports.com Web: www.anacondasports.com	141563227

Contractor offers Electronic Access Ordering.
Contractor will accept the New York State Procurement Card for orders up to \$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.

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

(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).

<u>Item No.</u>	<u>Annual Estimated Quantity</u>	<u>Price Per Pair</u>	<u>Stock Number</u>
1.	<u>Gym Shoes, Basketball</u> - Leather, mid-cut/high cut, white; as described in the "Detailed Product Specifications".		
	A. Boy's sizes: (US Sizes)		
	1 through 5: Width - Medium & Wide	300 pair	\$24.70
			KB570
	B. Men's sizes: (US Sizes)		
	6 through 7:	1000 pair	\$24.70
	8 through 12:	5000 pair	\$24.70
	13 through 15:	1000 pair	\$24.70
			Medium 1J701
			Wides 1G870

Guaranteed Delivery: 21 days A/R/O
 Brand Name: Boys - New Balance
 Mens - Converse

(continued)

PRICE:

General - 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 dock delivery.

Price Decrease - Price decreases are permitted at any time.

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

CPI/PPI Price Adjustment - If requested by the contractor, beginning on June 1, 2008 and then each June 1st thereafter, the originally bid contract prices may be adjusted by averaging the changes in the CPI for Northeast Urban (Series # CUUR0100SAO, All Items; Not Seasonally Adjusted) and for the PPI for Footwear (Series #WPU043; Hides, skins, leather, and related products; Not Seasonally Adjusted), taking the most recent CPI and PPI values in effect for the month of April of the year under consideration and dividing that by the "Annual" values for 2004. Below is an example based on hypothetical values:

Year: 2008
 Annual CPI; 2004: 217.5
 Annual PPI, 2004: 146.2
 CPI, April 2008: 226.5
 PPI, April 2008: 154.4

$$\begin{aligned}
 \text{June 2008 Adjustment} &= 0.5 \times \left[\frac{\text{CPI April 2008}}{\text{CPI Annual 2004}} + \frac{\text{PPI April 2008}}{\text{PPI Annual 2004}} \right] \\
 &= 0.5 \times \left[\frac{226.5}{217.5} + \frac{154.4}{146.2} \right] \\
 &= 0.5 \times [1.0414 + 1.0561] \\
 &= 0.5 \times 2.0975 = 1.04875 = 1.049 = 4.9\% \text{ increase} \\
 &= \text{Originally bid contract prices would be increased by 4.9\%}
 \end{aligned}$$

If mutually agreed between the State and the contractor, different index(es) or publication(s) may be used during the contract period and the formula would be adjusted accordingly if required. If the base year for the index changes, a change may be made in the formula if needed. In addition, if mutually agreeable between the state and the contractor, the schedule of dates may be changed.

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

(continued)

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). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." 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.

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 \$250.00. Contractor will honor orders for less than the minimum order.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery is 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.

ESTIMATED QUANTITIES:

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

(continued)

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification. The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

Price Adjustment - Prices quoted are to be firm through May 31, 2008. Thereafter price adjustment (up OR down) may be made in accordance with provisions in the "PRICE" clause. Price decreases are permitted at any time.

Unilateral Short Term Extension by the State - 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 After May 14, 2007 - Either the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the initial 24 (twenty-four) months by providing written notification at least 3 (three) months prior to the effective date of cancellation.

Cancellation For Convenience By The State - 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.

Mutual Extension of Time Period - If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period(s) not to exceed an additional 60 months.

WARRANTIES:

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

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.

(continued)

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:

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.

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/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
-------------------------------------	--	---	-----------------------------------	---------------------------

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.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$10,000 (see Questions at end of bid document).

"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.

(continued)

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 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)