



Contract Award Notification

Title	: Group 39000 – Industrial and Commercial Supplies and Equipment (Statewide) Classification Code(s): 26, 27 and 46
Award Number	: <u>20304 – E*-RA-RM</u> (Replaces Award 4513 & 4513A)
Contract Period	: October 01, 2007 through September 30, 2015
Bid Opening Date	: May 2, 2006
Date of Issue	: October 01, 2007 (Revised July 23, 2015)
Specification Reference	: As Incorporated In The Invitation for Bids and Purchasing Memorandum dated March 28, 2006
Contractor Information	: Begins on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Kathleen Danaher	Procurement Services
Title : Contract Management Specialist	Customer Services
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Fax : 518-474-8676	Fax : 518-474-2437
E-mail : kathleen.danaher@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

This comprehensive catalog contract provides a means for inventory reduction by offering quick shipping (usually 24-48 hours) of a broad array of products; aggregation and purchase of a variety of different products from the same contractor with a single order and subsequent single payment voucher.

PR # 20304

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT & TELEPHONE #</u>	<u>FED. I.D. #</u>	<u>NYS VENDOR #</u>
PC62975	APPLIED INDUSTRIAL TECHNOLOGIES One Applied Plaza Cleveland, OH 44115	866/351-3464 866/850-1866 518/427-5800 Fax No.: 518/427-6314 E-mail: Dcook@applied.com Web Site: www.applied.com	340117420 David Cook	1000009114

PURCHASE ORDERS SHOULD BE PLACED WITH THE BRANCH NEAREST YOU.

Applied will accept NYS Purchasing Card. Applied **will not** accept purchase orders for less than minimum order.

PC62976	CHROMATE INDUSTRIAL CORP. 100 DaVinci Drive Bohemia, NY 11716	888/567-2206 Ext. 230 631/567-2200 Ext. 230 Fax No.: 877/233-3377 631/567-2418 Maryellen Hanwacker (orders & shipping) 888/567-2206 Ext.214 631/567-2200 Ext. 214 Fax No.: 877/233-3377 631/567-2418 Denise McKenna (Contract Administrator) E-Mail: dmckenna@chromate.com Web Site: www.chromate.com	112040074	1000005594
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Chromate will accept NYS Purchasing card and orders for less than the minimum order, with shipping costs added.

PC62977 SB	COLONIAL HARDWARE CORP. 163 Varick Street New York, NY 10013	800/237-7756 Ext. 121 973/376-3111 Ext. 121 M. J. O'Connell Fax No.: 800/891-6467 973/912-8348 E-mail: mj@colonialhardware.com Website: www.colonialhardware.com	132574776	1000006166
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Colonial will accept NYS Purchasing card and orders for less than the minimum order, with shipping costs added.

PC62978 SB RA	COOK IRON STORE CO., INC. 128 St. Paul St. Rochester, NY 14604	800/724-1540 585/262-6828 Chuck Wright Fax No.: 585/-325-4465 E-mail: chuck@cookironstore.com Website: www.cookironstore.com	160391910	1000007428
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Cook will accept NYS Purchasing card and orders for less than the minimum order, with shipping costs added

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT & TELEPHONE #</u>	<u>FED. I.D. #</u>	<u>NYS VENDOR #</u>
PC62979	FASTENAL COMPANY 2001 Theurer Blvd. Winona, MN 55987	866/999-5577 Cell No.: 518/852-7666 Eric Fankhanel Fax No.: 507/494-0715 E-mail: efankhan@fastenal.com Web Site: www.fastenal.com	410948415	1000009296

PURCHASE ORDERS SHOULD BE PLACED WITH THE BRANCH NEAREST YOU.

Fastenal will accept collect calls, NYS Purchasing Card and orders for less than minimum order, with shipping costs added.

PC62980 SB	F&F INDUSTRIAL EQUIPMENT CORP. 195 Tower Drive Middletown, NY 10941	800/724-2727 845/692-4800 Frank Fasano Fax No.: 845/692-4141 E-mail: FFasano@ffie.com Web Site: www.ffie.com	141634506	1000006927
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F&F will accept NYS Purchasing Card and orders for less than minimum order, with shipping costs added.

PC62981	GRAYBAR ELECTRIC COMPANY, INC. 229 Church Street Albany, NY 12202 DISCOUNT 1% 15 days	800/791-5454 Cell No.: (917) 417-0161 Adam Gentile Fax No.: 518-434-6739 E-mail: adam.gentile@graybar.com Web Site: www.graybar.com	130794380	1000025919
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Graybar will accept NYS Purchasing Card and orders for less than minimum order, with shipping costs added.

PC62982 RA	HILLYARD, INC. 125 Rawson Road Victor, NY 14564	800/695-5336 585/924-2820 Ms. Dianne Beaumont Fax No.: 866/381-5286 585/924-2829 E-Mail: dbeaumont@hillyard.com Web Site: http://ny.hillyard.com	440522196	1000009363
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Hillyard Inc. will accept NYS Purchasing card and orders for less than the minimum order, with shipping costs added.

PC62983	HILTI, INC. 5400 S. 122 ND E. Ave. Tulsa, OK 74146	800/879-8000 918/872-3240 Bruce E. Mitchell Fax No.: 800/879-7000 bruce.mitchell@hilti.com Web Site: www.us.hilti.com	060732334	1000005334
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Hilti will accept NYS Purchasing card and orders for less than the minimum order, with shipping at no additional cost.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT & TELEPHONE #</u>	<u>FED. I.D. #</u>	<u>NYS VENDOR #</u>
PC62985 RA	INTERLINE BRANDS, INC. D\B\A SupplyWorks 570 Taxter Road Elmsford, NY 10523	800/476-5830 ext: 115095 Mr. Tom Bierlein Fax No.: 856/505-1621 E-Mail: tom.bierlein@sexauer.com Web Site: www.jasmro.com	222232386	1000008739
	DISCOUNT 1% - 15 Days			

This address should be used for all orders and payments.

Supplyworks will accept NYS Purchasing card and orders for less than the minimum order, with shipping costs added.

PC62986 SB	BEJIAN CENTURY SUPPLY INC D/B/A JOHNSTONE SUPPLY 2600 6th Ave. Troy, NY 12180	800/765-5535 518/272-5922 George H. Bejian Fax No.: 518/272-5950 E-mail: johnstone35troy@aol.com Website: www.johnstonesupply.com	141560277	1000006827
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Johnstone will accept NYS Purchasing card at an additional 2% discount. Orders for less than the minimum order, with shipping costs added.

ALL ORDERS AND PAYMENTS SHOULD GO DIRECTLY TO THE BRANCH NEAREST YOU, USING THE APPROPRIATE FEDERAL ID NUMBER LISTED HEREIN.

PC62987	MCQUADE & BANNIGAN, INC. 1300 Stark Street Utica, NY 13502	800/873-0137 315/788-2612 Steven Zocco Fax No.: 800/873-0138 Fax No.: 315/785-0361 E-mail: STEVE@MQB.COM Website: www.MQB.COM	150384370	1000007324
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McQuade & Bannigan will accept NYS Purchasing card and will honor orders for less than minimum order with shipping costs added.

PC66380 SB E*	MIE-TH Holdings, LLC D\B\A MID-ISLAND ELECTRIC SUPPLY 59 Mall Drive Commack, NY 11725	877/324-4242 Pat Kelly Fax No.: 877/324-2636 E-mail: pkelly@mid-island.com Website: www.mid-island.com	462276667	1100087967
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MIE-TH Holdings will accept NYS Purchasing card and will honor orders for less than minimum order with shipping costs added.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT & TELEPHONE #</u>	<u>FED. I.D. #</u>	<u>NYS VENDOR #</u>
PC62989 E*	SID TOOL CO. INC D\B\A MSC INDUSTRIAL SUPPLY CORP 75 Maxess Road Melville, NY 11747 Mail Purchase Orders: MSC Attn: Call Center 100 MSC Drive P.O. Box 930 Harrisburg, PA 17038	800/645-7270 413/786-7643 Cell: 413/297-5646 Donald Nelson Fax No. 413/786-7970 E-mail: nelsond@mscdirect.com Web site: www.mscdirect.com	135526506	1000006580

For Customer Services AND TO SET UP NEW ACCOUNTS call 887-281-3803 the National Accounts Hotline.
SID Tool Co. will accept NYS Purchasing Card and orders for less than minimum order and ship at no additional cost.
SID Tool Co. is offering free freight on orders less than \$50.00.

PC62990 SB RA E*	NASSAU COUNTRY VALUE, INC. 3517 US Rt. 20 Nassau, NY 12123	877/628-2231 518/766-3717 Mark S. Gardner Fax No.: 518/766-9220 E-mail: kram403@aol.com Website: www.ACEHardware.com	141668720	1000006983
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Nassau will honor orders for less than minimum order and ship at no additional cost.

PC62991 SB MBE	WATS INTERNATIONAL INC. 200 Manchester Rd. Poughkeepsie, NY 12603	800/933-9287 845/473-2106 Mr. Jim Watts Fax No.: 845/473-2153 E-mail: wats2@hvc.rr.com Web Site: www.watsinternational.com	141622445	1000006906
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Wats will accept the NYS Procurement Card at an additional 1% discount and will honor orders for less than minimum order and ship at no additional cost.

PC62992 E*	WESCO DISTRIBUTION INC. 225 West Station Square Drive Suite 700 Pittsburgh, PA 15219	800/438-9372 757/686-4601 Cell: 412/953-7755 Scott Schaffer Fax No.: 800/638-5925 E-mail: sschaffer@wescodist.com Web Site: www.wesco.com	251723345	1000008999
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PURCHASE ORDERS SHOULD BE PLACED WITH THE BRANCH/DISTRIBUTOR NEAREST YOU.

WESCO will accept the NYS Procurement Card and will honor orders for less than minimum order with shipping Cost's added.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTACT & TELEPHONE #</u>	<u>FED. I.D. #</u>	<u>NYS VENDOR #</u>
PC62993 RA E*	W. W. GRAINGER, INC. 100 Grainger Parkway Lake Forest, IL 60045-5201	800/225-5994 631/244-7265 Sharon Ellis Fax No.: 631/454-0694 z4_gov_team@grainger.com Web Site: www.grainger.com	361150280	1000009167

PURCHASE ORDERS SHOULD BE PLACED WITH THE BRANCH NEAREST YOU.

Grainger will accept NYS Purchasing Card and orders for less than minimum order and ship at no additional cost.

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 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 PROCUREMENT SERVICES.

APPENDIX A:

Appendix A, Standard Clauses for New York State Contracts, date January 2014 is hereby expressly made a part of this Document.

APPENDIX B:

Appendix B, Office of General Services Specifications (Commodities and Non-Technology Services), dated June 2014 is hereby expressly made a part of this Document and shall govern any situations not covered by this Document or Appendix A.

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:

Procurement Services 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).

PRICE:

Price includes all customs duties and charges is, F.O.B. destination any point in New York State, for orders, as designated by the ordering agency including tailgate delivery. (See "Minimum Order" clause). In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Contract prices shall not increase for the first year but may be changed annually thereafter. Price updates will be allowed annually, based on regularly published commercial price lists or catalogs, but percentages must be equal or better than those offered in the contractor's original bid. Contractor shall provide without charge, the Office of General Services, Procurement Services, as well as any agency which so requests, updated catalog or price lists.

Contractors offer a minimum percentage discount by product category or a deeper discount by manufacturer within the product category. The discount shall not be reduced for the duration of this contract award, however discount may increase.

I. OVERLAPPING SOURCES OF SUPPLY

A. LIKE ITEMS AVAILABLE FROM THE CONTRACTORS FOR INDUSTRIAL AND COMMERCIAL EQUIPMENT AND SUPPLIES, OTHER CONTRACTS FOR SPECIFIC PRODUCTS, AND PREFERRED SOURCES

Comprehensive contracts, such as these for industrial and commercial equipment and supplies, provide a valuable, cost saving method for acquiring necessary products and supplies. These contracts, when used in conjunction with other contracts for more specific products issued by Procurement Services provide using agencies with the flexibility necessary to optimize procurement activities and maximize value. While this overlap allows users to easily purchase a broad spectrum of products, more than one contract may exist for the same or similar products. This places a responsibility on users to build a Procurement Record detailing their choice based on cost, need (form, function and utility) and value (quality, cost and efficiency). The following guidelines are provided to help agencies effectively utilize the many procurement options offered by Procurement Services, in conjunction with Preferred Source product requirements.

B. PREFERRED SOURCES

Preferred Source organizations are designated in the State Finance Law for some products covered by the industrial supply contracts. Section 162 of the State Finance Law requires that agencies afford first priority to the products of preferred sources when such products meet the form, function and utility of the agency. Some products in the contract(s) may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements and Procurement Council guidelines with respect to affording first priority to the preferred sources.

Contractors are required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products available from preferred sources which meet your form, function and utility.

I. OVERLAPPING SOURCES OF SUPPLY Continued

B. PREFERRED SOURCES (Cont'd)

As with purchases from centralized state contracts, preferred source purchases can be made without the need for competitive bid solicitations, resulting in administrative savings. A more detailed review of the preferred source offerings is available on the OGS Home Page, <http://nyspro.ogs.ny.gov>, as explained herein, or by contacting the preferred source directly.

CORCRAFT

New York State Department of Correctional Services
Division of Industries
550 Broadway
Albany, NY 12204
Phone: 518/436-6321, Ext. 217 or 1/800-436-6321
FAX: 518/472-1614 or 1/800-898-5895
E-Mail: marketing@corcraft.org
Web Address: <http://www.corcraft.org>

INDUSTRIES FOR THE BLIND OF NEW YORK STATE, INC.

230 Washington Avenue Extension - Suite 106
Albany, NY 12203-5316
Phone: 518/456-8671
FAX: m 518/456-3587
E-mail: info@ibnys.org
Web Address: www.ibnys.org

NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

155 Washington Avenue - Suite 400
Albany, NY 12210
Phone: 800/221-5994
518/463-9706
FAX: 518/463-9708
E-mail: admin.nysid.org
Web Address: www.nysid.org

NEW YORK STATE OFFICE OF MENTAL HEALTH

Buy OMH
44 Holland Avenue
Albany, NY 12229
Phone: 518/473-8561
FAX: 518/473-0066

These organizations are designated in the State Finance Law as preferred sources for some products covered by the industrial supply contracts. Section 162 of the State Finance Law requires that agencies afford first priority to the products of preferred sources when such products meet the form, function and utility of the agency. Some products in the contract(s) may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements and guidelines with respect to affording first priority to the preferred sources.

Contractors are required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products available from preferred sources which meet your form, function and utility.

As with purchases from centralized state contracts, preferred source purchases can be made without the need for competitive bid solicitations, resulting in administrative savings. A more detailed review of the preferred source offerings is available on the OGS website, www.ogs.ny.gov/procurecounc/pdfdoc/psguide.pdf, as explained herein, or by contacting the preferred source directly.

I. OVERLAPPING SOURCES OF SUPPLY Continued

C. CONTRACTOR STOCKING AND FURNISHING PRODUCTS OF PREFERRED SOURCES

Contractor(s) shall stock and deliver products of preferred sources where practical and feasible. Contractor(s) shall be encouraged to stock and deliver products of preferred sources when:

- Requested by the involved preferred source; and
- Delivered pricing to the receiving facilities from the contractor is no more than delivered pricing from the preferred source.

The upcharge and method of calculating pricing for preferred source products shall be the same as for products from other sources.

Participating agencies may purchase products from preferred sources either directly from the involved preferred source OR from the contractor; either purchasing method complies with the Preferred Source requirement.

D. CENTRALIZED CONTRACTS FOR SPECIFIC PRODUCTS

Competitively bid contracts for specific products are also established by OGS covering materials, equipment, and supplies. Product specific contracts may provide significant value to a purchasing agency if the minimum order and delivery requirements or product selection meet your needs. We ask that you carefully review these alternatives for your purchases or to supplement your purchases when practical and maintain a Procurement Record documenting the basis for this selection.

E. PROCUREMENT PROCEDURES FOR STATE AGENCIES

The purpose of these contracts is to provide contract users with a means of acquiring industrial equipment and supplies which are purchased repetitively. There will be situations when it will be necessary to acquire equipment and supplies in quantities which will result in larger dollar value purchase orders. Users should consider that there could be more than one source for the products they require and should seek the best value purchase most appropriate for their needs. Users should be able to document their choice and maintain justification for the Procurement Record to support both the selection of the vendor and the reasonableness of the price to be paid.

II. GUIDELINES FOR PRODUCT SELECTION FROM OVERLAPPING SOURCES OF SUPPLY

The goal of Procurement Services is to provide agencies with cost effective procurement alternatives which meet customer needs and facilitate the achievement of customer's primary missions. With greater choices, however, comes greater responsibility to choose wisely. These guidelines are intended to be a template to facilitate your selection process. Your questions, comments and suggestions on these and any other procurement issue are welcome.

State agencies are to follow the steps listed herein to assist in the choice of the most practical and economical alternative when more than one source or more than one product is available which may meet the agency's needs. While the dollar figures suggested herein are for use by State agencies, and the preferred source requirements are for those obligated by New York State Law to give priority to the preferred sources, we also recommend that all other contract users consider these guidelines when choosing from multiple contract options, to ensure a satisfactory and cost effective solution.

A. Determining Sources of Supply - Internet Assistance

Documents available on the Internet include: OGS centralized contracts; List of Preferred Source Offerings; and the State Procurement Council's Procurement Guidelines. Users can search, view and/or download centralized term contract awards and related information, by visiting the Procurement Services Home Page, <http://nyspro.ogs.ny.gov/>

B. Product and Source Selection Criteria *Please See Special Note

If, after your review of State contracts and preferred sources, a product is:

1. Available from a preferred source in the form, function and utility required, proceed with the preferred source purchase.

II. GUIDELINES FOR PRODUCT SELECTION FROM OVERLAPPING SOURCES OF SUPPLY Continued

2. Available from a preferred source but not in the form, function and utility required, notify the appropriate preferred source of your determination and provide the preferred source an opportunity for response as required in the preferred source guidelines. After this process is complete, if you are not purchasing from the preferred source item, proceed to step 3.

-or-

Not available at all from a preferred source, proceed to step 3

3. Available from a product specific contract, proceed with the purchase.
4. Available from more than one product specific contract, choose the most cost effective option meeting your form, function and utility needs, document your choice and proceed with purchase.
5. Available only from a comprehensive contract (i.e. Industrial and Commercial Equipment) and the purchase is under \$15,000 in value, proceed with the purchase. If the purchase exceeds \$15,000 in value, contact the contractor to request additional discounts, document this effort and proceed with the purchase.
6. If available from several comprehensive contracts, choose the most cost effective, document the choice and proceed as outlined in step 5 with respect to dollar value of the purchase.
7. Available from both product specific and comprehensive contracts, choose the most cost effective option that meets your form, function and utility needs, document your decision, and proceed with the purchase.

***Special Note:**

The basis for selection among multiple contracts at the time of purchase shall be the most practical and economical alternative and shall be in the State's best interest taking into consideration:

- the form, function and utility needs of the purchaser;
- the price of a given good or service;
- the administrative, training, storage, maintenance or other overhead associated with the good or service;
- the value of warranties, delivery schedules, financing costs and foregone opportunity costs associated with the good or service;
- the life span and associated life cycle costs of the given good or service including but not limited to costs or savings associated with construction, energy use, maintenance, operation, salvage or disposal; and,
- when applicable, the experience of the purchaser with the contractor and/or contract products.

As guided by the procurement record requirements contained in the State Procurement Guidelines, purchasers should document the basis for the contract/product selection for internal purposes.

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.

IRAN DIVESTMENT ACT:

By assuming the responsibility of a Contract awarded hereunder, Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Contractor is advised that should it seek to renew or extend this Contract award, it must provide the same certification at the time the Contract.

During the term of the Contract, should Procurement Services receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Procurement Services will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Procurement Services shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Procurement Services reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The following are terms and conditions and additional discounts relating to purchase from these contract:

DISTRICTS:

Districts are grouped by counties as follows:

DISTRICT A	DISTRICT B	DISTRICT C	DISTRICT D
Allegany	Broome	Albany	Bronx
Cattaraugus	Cayuga	Clinton	Kings
Chautauqua	Chenango	Columbia	Nassau
Chemung	Cortland	Dutchess	New York
Erie	Delaware	Essex	Queens
Genesee	Fulton	Franklin	Richmond
Livingston	Hamilton	Greene	Rockland
Monroe	Herkimer	Orange	Suffolk
Niagara	Jefferson	Putnam	Westchester
Ontario	Lewis	Rensselaer	
Orleans	Madison	Rockland	
Schuyler	Montgomery	Saratoga	
Seneca	Oneida	Schenectady	
Stueben	Onondaga	Sullivan	
Wayne	Oswego	Ulster	
Wyoming	Otsego	Warren	
Yates	St. Lawrence	Washington	
	Schoharie	Westchester	
	Tioga		
	Tompkins		

Contractors	District A	District B	District C	District D	Statewide
APPLIED INDUSTRIAL TECHNOLOGIES	X	X	X	X	X
CHROMATE INDUSTRIAL CORP.				X	
COLONIAL HARDWARE CORP.				X	
COOK IRON STORE CO. INC.	X				
FASTENAL COMPANY	X	X	X	X	X
F&F INDUSTRIAL EQUIPMENT CORP.			X	X	
GRAYBAR ELECTRIC	X	X	X	X	X
HILLYARD INC.	X	X	X	X	X
HILTI, INC.	X	X	X	X	X

Contractors	District A	District B	District C	District D	Statewide
SUPPLYWORKS	X	X	X	X	X
JOHNSTONE SUPPLY	X	X	X	X	X
MCQUADE & BANNIGAN INC		X			
MIE-TH HOLDINGS LLC D/B/A MID-ISLAND ELECTRIC SUPPLY			X	X	
MSC INDUSTRIAL DIRECT	X	X	X	X	X
NASSAU COUNTRY VALUE INC.			X		
WATS INTERNATIONAL INC.			X		
WESCO DISTRIBUTION INC.	X	X	X	X	X
W.W. GRAINGER INC.	X	X	X	X	X

DISTRICT A ONLY

CONTRACTOR: COOK IRON STORE CO.

% EDI Discount: N/A

Volume Discount: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

Additional optional services available at no charge: safety training, chain sling surveys

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 7:00 am - 4:00 pm)

Scott Demar

Phone: 585/3700-0224

FAX: 585/325-4465

Cell Phone: 585/370-0224

E-Mail: scott@cookironstore.com

DISTRICT B ONLY

CONTRACTOR: MCQUADE & BANNIGAN

% EDI Discount: N/A

Volume Discount: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

BRANCH NAME	STREET ADDRESS/CITY/STATE/ZIP	CONTACT PERSON	FAX
MCQUADE & BANNIGAN	1300 Stark Street Utica , NY 13502	Keith Hartmann 315/724-7119	315/724-0171
MCQUADE & BANNIGAN	22696 Murrock Circle Watertown , NY 13601	Steve Zocco 315/788-2612	315/785-0361
MCQUADE & BANNIGAN	6300 East Molloy Road East Syracuse , NY 13057	LYNN WELSER 315/671-4400	315/671-4404

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 7:00 am - 5:00 pm)

Steven P. Zocco

Phone: 315/788-2612

Fax: 315/785-0361

Cell Phone: 315/783-3376

E-Mail: STEVE@MQB.COM

DISTRICT C ONLY

CONTRACTOR: NASSAU COUNTRY VALUE INC.

% EDI Discount: N/A
Volume Discount: N/A
Guaranteed Shipment: 24 - 48 hrs. Custom Orders: 10 days A/R/O

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 8:00 am - 6:00 pm, SAT. 8:00 am - 5:00 pm, SUN. 9:00 am - 4:00 pm)

Mark S. Gardner, Owner
Phone: 518/766-3717
Fax: 518/766-9220
Pager: 518/528-1300
E-Mail: kram403@aol.com

CONTRACTOR: WATS INTERNATIONAL INC.

% EDI Discount: N/A
Volume Discount: N/A
Guaranteed Shipment: 24-48 hours Custom Orders: 10 days A/R/O

**Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:
(outside of M-F 8:00 a.m. - 4:30 p.m.)**

Ron Karlic
Account Executive
Phone: 845/473-2106
Fax: 845/473-2153
Cell phone: 914/204-4575
E-mail: wats2@hvc.rr.com

DISTRICT C and D ONLY

CONTRACTOR: F & F INDUSTRIAL EQUIP., CORP.

% EDI Discount: N/A
Volume Discount: N/A
Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

Additional optional services available at no charge: MSDS Sheets, Parts Sheets, Catalogs, Product Demos and Safety Seminars

Branches providing "over the counter" services:

BRANCH NAME	STREET ADDRESS/CITY/STATE/ZIP	CONTACT PERSON	FAX
F & F Industrial Equipment Corp.	240 Ehrhardt Road Pearl River, NY 10965	Rudy Hansen 800-724-2727	845-294-5298
F & F Industrial Equipment Corp.	195 Tower Drive Middletown, NY 10941	Frank Fasano Jr. 800-724-2727	845-692-4141

DISTRICT C and D ONLY (continued)

CONTRACTOR: F & F INDUSTRIAL EQUIP., CORP. (continued)

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 8:00 am - 5:00 pm)

Frank Fasano Sr.
Owner
Phone: 800/724-2727
FAX: 845/692-4141
Cell Phone: 845/341-7159
E-Mail: Ffasano@ffie.com

CONTRACTOR: MIE-TH HOLDINGS, LLC D/B/A MID-ISLAND ELECTRICAL SUPPLY

% EDI Discount: N/A
Volume Discount: N/A
Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

Additional optional services available at no charge: Automation Engineering Support and End User Training

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 8:00 am - 5:00 pm)

Pat Kelly
Account Executive
Phone: 877/324-4242
FAX: 877/324-2636
E-Mail: pkelly@mid-island.com

DISTRICT D ONLY

CONTRACTOR: CHROMATE INDUSTRIAL CORP.

% EDI Discount: N/A
Volume Discount: N/A
Additional Discount for pickup of Order: N/A
Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

Additional optional services available at no charge: Inventory Management, Fastener/Product Safety/Usage Seminars and Product Training.

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 8:00am – 8:00PM)

Maryellen Hanwacker
Customer Service Manager
Phone: 888/289-2658 Ext. 230
Phone: 631/567-2200 Ext. 230
FAX: 631/567-2418
E-Mail: chromatecs@aol.com

<u>Authorized Resellers</u>	<u>FEDERAL ID # & NYS VENDOR ID #</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE # & FAX #</u>
MBE WBE: A.I.W., INC.	FIN: 593685517 VID: 1100061699	90 State St., Suite 712 Albany, NY 12207	Jim Burton E-mail: jburton@aiwonline.net	Cell: (518-225-2840 Ph: (518) 478-2056 Fax: (518) 478-2056
MBE: Dreissig Company	FIN: 20-2136453 VID: 1100053159	2002 Teall Avenue Syracuse, NY 13207	Marc Jones E-mail: mjones@dreissigapparel.com	Ph: (315)-701-1230 Fax: (315)-701-1130
MBE: FM Office express Inc.	FIN: 16-1478699 VID: 1000008256	106 Despatch Drive East Rochester, NY 14445	Fabricio Morales E-mail: fmorales@fmop.com	Ph: (585)-238-2880 Fax: (585) 238-2899

CONTRACTOR: COLONIAL HARDWARE

% EDI Discount: 2%

Volume Discount:

ORDERS OF:

\$501.00 - \$1,000.99	N/A
\$1,001.00 - \$2,500.99	1%
\$2,501.00 - \$5,000.99	2%
\$5,001.00 and above	3%

Additional discounts for ordering agency pick-up 2%

Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

Person to Contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 8:00 a.m. - 5:00 p.m.)

M. J. O'Connell
Vice President
Phone: 973/376-3111 ext 121
Fax: 973/912-8348
Cell Phone: 917/577-2370
E-Mail: mj@colonial.colonialhardware.com

**STATEWIDE
(DISTRICTS A TO D)**

CONTRACTOR: APPLIED INDUSTRIAL TECHNOLOGIES

% EDI Discounts: N/A
 Volume Discount: N/A
 Additional Discount for pickup of Orders: N/A
 Guaranteed Shipment: 24-48 hours all counties Custom Orders: 10 business days ARO
 Additional optional services available at no charge: Technical Support.

Branches providing "over the counter" services:

	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
Applied	Park Av. East, Bldg 121S Massena, NY 13662	Jim Maxwell	315/764-4811	351/764-4799
Applied	433 Commerce Rd. Vestal, NY 13850	Kevin Dart, Brian Kocik	607/729-5193	607/798-0383
Applied	6 Enterprise Dr. Albany, NY 12204	Michael Mc Kinney, Ken Anderson	518/427-5800	518/427-6314
Applied	600 Colfax St. Rochester, NY 14606	Dave Kart, Jack Finley	585/254-1630	585/254-0146
Applied	262 Daniel Zenker Dr. Big Flats, NY 14814	Mike Durkee, Tricia Ketter	607/562-8965	607/562-8993
Applied	579 Sheridan Dr. Tonawanda, NY 14150	Ed Grizone, Ara Rustowicz	716/874-2400	716/874-2407
Applied	525 Erie Blvd. West Syracuse, NY 13204	Ronald Critelli, Fran Carhart	315/472-0900	315/472-6210

Person to Contact in the event of an emergency occurring after business hours or on weekend/holidays: (see information under Branches providing “over the counter” services.)

CONTRACTOR: FASTENAL COMPANY

% EDI Discounts: N/A
 Volume Discount: N/A
 Additional Discount for pickup of Orders: N/A
 Guaranteed Shipment: 24-48 hours Custom Orders: 10 business days ARO
 Additional optional services available at no charge: After hours opening in the event of disaster or emergency

Branches providing "over the counter" services and **person to contact in the event of an emergency occurring after business hours or on weekend/holidays (outside of M – F 8:00 a.m. – 5:00 p.m.):**

	ADDRESS	EMERGENCY CONTACT(S)	TELEPHONE NUMBER	FAX NUMBER
Fastenal	116-118 Railroad Ave, Albany, NY 12205	Christopher Vece	518/459-2086 Emergency # 518/441-9670	518/482-2085
Fastenal	1074 Broadway, Albany, NY 12204	Arthur Ritz	518/465-4234 Emergency # 518/330-4548	518/465-4387

**STATEWIDE
(DISTRICTS A TO D) Continued**

CONTRACTOR: **FASTENAL COMPANY** (Continued)

	ADDRESS	EMERGENCY CONTACT(S)	TELEPHONE NUMBER	FAX NUMBER
Fastenal	220 John Glenn Dr, Suite 1B Amherst, NY 14228	Anthony Capizzi	716/625-8363	716/625-9091
Fastenal	571 W. Main Street, Arcade, NY 14009	Scott Pietron	585/492-3748	585/492-0179
Fastenal	360 Grant Ave. Rd., Auburn, NY 13021	Arthur Kazulak	315/258-8054 Emergency # 315/212-0988	315/258-8072
Fastenal	2697 Lakeville Road, Avon, NY 14414	John Elliott	585/226-6511	585/226-6225
Fastenal	5582 Route 5, Batavia, NY 14020	Mike Czechowicz	585/344-4680 Emergency # 585/344-1308	585/344-4683
Fastenal	36 Saw Grass Drive Bellport, NY 11713	Larry Moschitta	631/205-0134 Emergency # 631/205-0134	631/205-0342
Fastenal	441 Court St., Binghamton, NY 13904	Chad Evans	607/724-4177 Emergency # 607/349-0969	607/724-4756
Fastenal	1600 Stillwell Avenue Bronx, NY 10461	Ricardo Walker	718/409-9411 Emergency # 914/482-2000	718/409-9414
Fastenal	190 West St. Section 1B, Brooklyn, NY 11222	Jon Mahoney	718/609-9435 Emergency # 718/726-2029	718/609-9439
Fastenal	864 Stanley Avenue Brooklyn, NY 11232	Jeffrey Iannone	718/272-7260 Emergency # 718/529-6448	718/272-7280
Fastenal	951 3 rd Ave., Brooklyn, NY 11232	Philip Raffa	718/499-6836 Emergency # 718/529-6448	718/499-6838
Fastenal	12B White St., Buchanan, NY 10511	Richard Bose	914/736-0156 Emergency # 845/242-3343	914/736-0157
Fastenal	3232 Union Rd., Cheektowaga, NY 14227	Jason Mosher	716/684-2293 Emergency # 716/471-4711	716/684-2294
Fastenal	11200 Main St. Clarence, NY 14031	Brian Grennon	716/759-1736 Emergency # 716-909-2367	716/759-1738
Fastenal	3737 Luker Road Cortland, NY 13045	James Fey	607/758-5495 Emergency # 607/349-6417	607/758-8293
Fastenal	61-63 Lake Shore Dr. W, Dunkirk, NY 14048	Kelly Sullivan	716/366-3595 Emergency # 716/679-4558	716/366-3483

**STATEWIDE
(DISTRICTS A TO D) Continued**

CONTRACTOR: FASTENAL COMPANY (Continued)

	ADDRESS	EMERGENCY CONTACT(S)	TELEPHONE NUMBER	FAX NUMBER
Fastenal	1336 College Ave., Elmira, NY 14901	Bob Bower	607/737-9062 Emergency # 607/796-2320	607/737-9063
Fastenal	5 E. Elmwood Ave., Falconer, NY 14733	Russ Bell	716/664-2830 Emergency # 716/763-5982	716/664-2832
Fastenal	61 D Carolyn Blvd., Farmingdale, NY 11735	Erin Tibke	631/391-0980 Emergency # 917/939-1834	631/391-0891
Fastenal	115 Old Route 9 Fishkill, NY 12524	Bryan Fulmer	845/897-4721 Emergency # 845/705-3583	845/897-4709
Fastenal	802 West Broadway Fulton, NY 13069	Brian Gould	315/593-6445 Emergency # 315-491-1205	315/593-7035
Fastenal	225 Lyons Road, Geneva, NY 14456	Aaron Hludzinski	315/781-8500 Emergency # 315/651-6960	315/781-8589
Fastenal	2395 Grand Island Blvd., Grand Island, NY 14072	Gary Gagliardi	716/773-0175	716/773-0159
Fastenal	1466 Route 9 Halfmoon, NY 12065	Michael Martinson	518/371-3278	518/371-2640
Fastenal	4990 Camp Rd., Hamburg, NY 14075	Jim LaMancuso	716/646-9661 Emergency # 716/480-8390	716/646-9723
Fastenal	40 Oser Avenue Hauppauge, NY 11788	Jonathan Brown	631/435-7420	631/435-7461
Fastenal	73 Bloomingdale Rd. Hicksville, NY 11801	Consuela Richard	(516)942-2640 Emergency # 347-432-8299	516/942-2642
Fastenal	201 Rt 59 Hillburn, NY 10931	Elise Gramaglia	845/357-9515	845/357-9516
Fastenal	920 Lincoln Avenue, Holbrook, NY 11741	Raymond Lombardo	631/218-3485 Emergency # 631/513-1155	631/218-3486
Fastenal	1080 W. Main St., Ste 117, Hornell, NY 14843	Leslie Brown	607/324-0853 Emergency # 607/776-1545	607/324-0855
Fastenal	229 Cherry St., Ithaca, NY 14850	Dale Patana	607/277-8379 Emergency # 607/533-8610	607/277-8391
Fastenal	164 Harrison Street, Johnstown, NY 12095	Justin Viscusi	518/725-9541 Emergency # 518/848-1623	518/725-3586

**STATEWIDE
(DISTRICTS A TO D) Continued**

CONTRACTOR: **FASTENAL COMPANY** (Continued)

	ADDRESS	EMERGENCY CONTACT(S)	TELEPHONE NUMBER	FAX NUMBER
Fastenal	1500 Military Rd., Kenmore, NY 14217	Shannon Chambers	716/447-0320 Emergency Cell # 716/867-6564	716/447-0360
Fastenal	101 Smith Ave., Kingston, NY 12401	Mike Liverani	845/340-1602 Emergency # 845/943-8343	845/340-1603
Fastenal	7184 Morgan Rd Liverpool, NY 13090	Kevin Hyde	315/451-3807 Emergency # 315/778-6527	315/451-3918
Fastenal	5901 S. Transit Rd Lockport, NY 14094	Chuck Brennan	716/434-9041 Emergency # 716/990-5177	716/434-9043
Fastenal	4 Highland Rd Suite A, Massena, NY 13662	Chad Ling	315/769-3278	315/769-0052
Fastenal	680 Route 211 East, Middletown, NY 10941	Darren Elston	845/692-3278	845/692-6887
Fastenal	315-B Roslyn Road Mineola, NY 11501	Christopher Metzler	516/294-7132 Emergency # Cell 516/424-6292 Home 516/270-3724	516/294-7155
Fastenal	309 East Broadway, Monticello, NY 12701	Luke Powell	845/791-6120 Emergency # 845/417-3971	845/791-6121
Fastenal	#5 Jeanne Dr., Newburgh, NY 12550	Keith Weber	845/564-1552 Emergency # 845/863-9058	845/564-1553
Fastenal	6000 Packard Rd., Ste. #200, Niagara Falls, NY 14304	Kevin Kayser	716/298-1990 Emergency # 716/833-1555	716/298-1895
Fastenal	104 Mott St. Oceanside, NY 11572	Joseph Fedele	516/764-1013 Emergency # 718-578-7570	516/764-2617
Fastenal	7352 State Hwy. #23, Ste. #3, Oneonta, NY 13820	Jennifer Insinga	607/431-9050 Emergency # 607/832-4815	607/431-9182
Fastenal	406 Route 104 Ontario, NY 14519	Jason LaVilla	585/265-4288 Emergency # 585/208-8278	585/265-4887
Fastenal	150 Pike Street, Port Jervis, NY 12771	John Schneider	845/858-9910	845/858-9915
Fastenal	94 Industrial Blvd., Plattsburgh, NY 12901	Brian St Hilaire	518/561-9291 Emergency # 518/566-6459	518/561-9296
Fastenal	35 Patrick Lane Noxon Buss Park, Poughkeepsie, NY 12603	Rob O'neil	845/486-8828 Emergency # 845/416-6307	845/486-8829

**STATEWIDE
(DISTRICTS A TO D) Continued**

CONTRACTOR: FASTENAL COMPANY Continued

	ADDRESS	EMERGENCY CONTACT	TELEPHONE NUMBER	FAX NUMBER
Fastenal	126-128 Kromer Avenue, Riverhead, NY 11901	Christopher Peters	631/369-7313 Emergency # Cell 718/812-5671 Home 631/630-1841	631/369-7315
Fastenal	325 Columbia Turnpike, Rensselaer, NY 12144	Joseph Martin	518/477-2658	518-477-7450
Fastenal	565 Blossom Rd. Suite D, Rochester, NY 14610	Daniel Kwiatkowski	585/232-2320	585/232-2325
Fastenal	371 Grenville Rd Rochester, NY 14606	Steven Saraceni	585/247-1460	585/247-4838
Fastenal	2856 W. Henrietta Road, Rochester, NY 14623	Joseph Hummell	585/424-2860 Emergency # 585/637-3652	585/424-2649
Fastenal	6981 East Dominick St. Rome, NY 13440	Frank Tobin	315/336-1893 Emergency # 315/845-6400	315/336-1894
Fastenal	801 Crane St., Schenectady, NY 12303	Patrick Kelliher	518/377-2112 518/347-1719 Emergency # 518/371-5332	518/377-2221 518/347-1789
Fastenal	60 West Avenue, Saratoga Springs, NY 12866	Joseph Fraioli	518/584-0102	518/584-2629
Fastenal	17 Boulevard, Queensbury, NY 12804	Ronald Foster	518/793-3333 Emergency # 518/796-9086	518/793-2036
Fastenal	3521 Victory Blvd. Unit 2 Staten Island, NY 10314	Joe Fracchiolla	718/697-0238 Emergency # 646/773-6270	718/697-0269
Fastenal	4101 New Court Ave., Syracuse, NY 13206	Kenneth Paddock	315/463-4001 Emergency # 315/246-0040	315/463-4676
Fastenal	920 Spencer St., Syracuse, NY 13204	Andrew Bagley	315/474-0970 Emergency # 315/882-2126	315/474-0971
Fastenal	1401 Erie Blvd East Syracuse, NY 13202	Kyle Besaw	315-423-3728	315-423-4109
Fastenal	2150 Oriskany St West, Utica, NY 13502	Terry Reilly	315/792-9002 Emergency Cell # 315/292-8592	315/792-9078
Fastenal	320 N Jensen Rd., Vestal, NY 13850	Dave Adams	607/729-7153 Emergency # 607/754-6038	607/729-7155
Fastenal	6280 Rt 96 Ste B Victor, NY 14564	William Jokinen	585/924-1910 Emergency # 585/75-1715	585/924-1687

**STATEWIDE
(DISTRICTS A TO D) Continued**

CONTRACTOR: FASTENAL COMPANY (Continued)

	ADDRESS	EMERGENCY CONTACT	TELEPHONE NUMBER	FAX NUMBER
Fastenal	23171 Murrock Circle, Watertown, NY 13601	Kevin Wener	315/782-1200 Emergency # 315/232-3519	315/782-9663
Fastenal	252 Center Road, West Seneca, NY 13601	Tammy Field	716/675-1042	716/677-0864
Fastenal	57-08 37th Avenue. Woodside, NY 11377	Jeffrey Iannone	718/507-8193 Emergency # 718/490-9729	718/507-8196
Fastenal	200 Saw Mill River Rd. Yonkers, NY 10701	Jeff Schubert	914/378-0901	914/378-0902
<u>Authorized Resellers</u>	<u>FEDERAL ID # & NYS VENDOR ID #</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE # & FAX #</u>
<u>MBE:</u> Wells Technology, Inc.	FIN: 41-1653529 VID: 1100041066	4885 Windsor CT NW Bemidji, MN 56601	Wendy Wells nysales@wellstech.com	1-844-808-5955 218/583-7891 (fax)
<u>MBE WBE:</u> A.I.W., INC.	FIN: 593685517 VID: 1100061699	90 State St., Suite 712 Albany, NY 12207	Jim Burton E-mail: jburton@aiwonline.net	Cell: (518) 225-2840 Ph: (518) 478-2056 Fax: (518) 478-2056

CONTRACTOR: GRAYBAR ELECTRIC CO

% EDI Discounts: N/A

Volume Discount: N/A

Additional Discount for pickup of Order: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 business days ARO

Additional optional services available at no charge: Inventory management, Cost reduction Programs, Energy Audits, Safety Meeting/Seminars, Technical/Engineering Services and Lighting Audits

Branches providing "over the counter" Services

Graybar Electric	ADDRESS	CONTACT PERSON	PHONE	FAX
COUNTIES: Bronx, Kings, New York, Queens, Richmond, Westchester	21-15 Queens Plaza North L.I.C., NY 11101	Willie Huggins willie.huggins@gbe.com	800/289-2988 718/482-6236 Emergency # 800/472-9227	718/361-2162
COUNTIES: Nassau, Suffolk	6 Central Ave Hauppauge, NY 11788	Pete Kaniuka Peter.kaniuka@gbe.com	800/440-4705 631/234-7200 Emergency # 800/472-9227	631/234-2594
COUNTIES: Albany, Clinton, Columbia, Dutchess, Franklin, Essex, Greene, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Sullivan, Ulster, Warren, Washington	229 Church St. Albany, NY 12202	Pat Zeccola pat.zeccola@gbe.com	800/444-4761 518/436-4761 Emergency # 800/472-9227	518/434-6739

**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: GRAYBAR ELECTRIC CO (Continued)

Graybar Electric	ADDRESS	CONTACT PERSON	PHONE	FAX
COUNTIES: Broome, Chemung, Cortland, Jefferson, Oneida, Cayuga, Chenango, Herkimer, Lewis, Onondaga, Oswego, St. Lawrence, Schuyler, Seneca, Tioga, Tompkins	6605 Deere Rd Syracuse, NY 13206	Dave Henderson david.henderson@gbe.com	800/950-8333 315/437-8333 Emergency # 800/472-9227	315/437-4985
COUNTIES: Livingston, Monroe, Ontario, Steuben, Wayne, Yates	175 Dewey Ave. Rochester, NY 14608	Bill Miller bill.miller@gbe.com	800/579-2522 716/458-3600 Emergency # 800/472-9227	716/458-6782
COUNTIES: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	425 Cayuga Rd., Ste. 100 Cheektowaga, NY 14225	Rich Ogrodnik Richard.ogrodnik@gbe.com	800/766-3707 716/565-5900 Emergency # 800/472-9227	716/565-5999

CONTRACTOR: HILLYARD INC.

% EDI Discount: N/A
 Volume Discount: N/A
 Additional Discount for pickup of Order: N/A
 Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O
 Additional optional services available at no charge: N/A

“Branches” providing "over the counter" services:

When ordering and/or making payment please use the Federal Identification Number listed herein for the appropriate branch

	FEDERAL ID #	ADDRESS	NAME & PHONE # & E-MAIL ADDRESS	FAX
Hillyard Inc.	440522196	125 Rawson Road Victor, NY 14564	Dianne Beaumont 800/695-5336 585/924-2820 e-mail: dbeauont@hillyard.com	866/381-5286 585/924-2829
<u>Authorized Resellers:</u>	<u>FEDERAL ID # & NYS VENDOR ID #</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE # & FAX #</u>
Knight Marketing Corp. of NY	113050996 1000012050	46-50 54th Avenue Maspeth, NY 11378	Kevin McVey 718/786-8787 e-mail: kmny2009@aol.com	718/786-7222

CONTRACTOR: **HILLYARD INC. (continued)**

	FEDERAL ID #	ADDRESS	NAME & PHONE # & E-MAIL ADDRESS	FAX
MBE WBE: ON THE MOVE CONTRACTING SERVICES, LLC.	FIN: 271410153 VID: 1100096465	18 Green Pine Lane Webster, NY 14580	Maat A. Reed E-mail: onthemovecs@frontier.com E-mail: info@onthemovecs.com	Ph: (585) 861-9500 Cell: (585) 509-1188 Fax: (585) 265-9550
Emerald Island Supply Co., Inc.	FIN: 112964484 VID: 1100013077	P.O Box 353 1135 Station Rd. Medford, NY 11763	John Derby 888/884-3311 631/475-3311 e-mail: derbybrothers@aol.com	631/475-3350
G. C. Bostwick Sales Co., LDT	FIN: 141712673 VID: 1100013082	789 Old Route 9N Wappingers Falls, NY 12590	William Bostwick 888/882-7612 845/297-7612 e-mail: info@bostwickfloors.com	845/297-8501
TRS Janitorial Supplies Inc. D/B/A Capital Supply Co.	FIN: 132997677 VID: 1000006265	620 12th Avenue New York, NY 10036	Steve Falco 800/445-5927 212/307-6600 e-mail: sfalco@capitalsupply.com	212/307-4040

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 7:30 am - 4:30 pm)

Timothy Reed General Manager
 Phone: 585/924-2820
 FAX: 585/924-2829
 Pager: N/A
 Cell Phone: 585/770-4046
 E-Mail: treed@hillyard.com

CONTRACTOR: **HILTI, INC.**

% EDI Discount: N/A

Volume Discount: N/A

Additional Discount for pickup of Order: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

Additional optional services available at no charge: N/A

“Branches” providing "over the counter" services:

	STREET ADDRESS/CITY/STATE/ZIP	PHONE	FAX
Hilti Center Buffalo	4974 Harlem Road, Amherst, NY 14226	800/879-8000	800/879-7000
Hilti Center Hauppauge	11 Central Avenue, Hauppauge, NY 11788	800/879-8000	800/879-7000
Hilti Center Manhattan Downtown	76 Ninth Avenue, New York, NY 10011	800/879-8000	800/879-7000
Hilti Center Manhattan Uptown	1819 Second Avenue, New York, NY 10128	800/879-8000	800/879-7000
Hilti Center Queens	40-15 Northern Blvd., Long Island City, NY 11101	800/879-8000	800/879-7000
Hilti Albany Distribution Center	428 Hudson River Road, Half Moon, NY 12188	800/879-8000	800/879-7000

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 7:00 am – 5:00 pm)

Security Personnel

Phone: 800/879-4444

CONTRACTOR: SUPPLYWORKS

% EDI Discount: N/A

Volume Discount: N/A

Additional Discount for pickup of Order: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 Days A/R/O

ORDERS AND PAYMENTS SHOULD BE PLACED DIRECTLY WITH THE SCARSDALE OFFICE.

“Branches” providing "over the counter" services:

BRANCHES	ADDRESS	NAME, PHONE & E-MAIL	FAX
Interline Brands D/B/A Supplyworks	531 Central Park Scarsdale, NY 10583	Yolanda First 800/431-1872 716/662-3540 E-mail: yfirst@sexauer.net	888/499-0441
Interline Brands D/B/A Supplyworks	4392 Broadway Depew Industrial Park Depew, NY 14043	Ron Wachala 716/474-0363 (Cell) E-mail: rwachala@sexauer.net	716/684-8651
Interline Brands D/B/A Supplyworks	77 Rodeo Dr. Brentwood, NY 11717	Ryan Horvath 631/243-1300 E-mail: rhorvath@interlinebrands.com	631/243-4658
Interline Brands D/B/A Supplyworks	9 Woodshire Court Ballston Lake, NY 12019	Rob Walworth 518/899-2702 E-mail: rwalworth@sexauer.net	518/899-9984
<u>Authorized Reseller</u>	ADDRESS	NAME & E-MAIL	PHONE & FAX
MWBE: A.I.W., INC. FIN: 59-3685517 VEND ID # 1100061699	5849 Greens Corner Rd Galway, NY 12074	Jim Burton Jburton6@hotmail.com	518-225-2840 518-478-2056 (fax)

Person(s) to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 8:00 am - 6:00 pm)

Tom Bierlein
 Phone: 800-476-5830 Ext 115095
 Fax: 856-505-3679
 Cell Phone: 904-248-8347
 E-Mail: tom.bierlein@sexauer.net

**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: JOHNSTONE SUPPLY

% EDI Discount: N/A

Volume discount: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 days A/R/O

Additional optional services available at no charge: Will discuss any necessary services to enhance the order, through delivery system.

Branches providing "over the counter" Services

When ordering and/or making payment please use the **Federal Identification Number** listed herein for the appropriate branch.

Branch	Phone Number	Fax Number	E-Mail Address	Federal Identification #
Johnstone Supply 1593 Grand Avenue Baldwin, NY 11510	516/223-5511	516/867-2307	MSOLON@JOHNSTONELI.COM TWALSH@JOHNSTONELI.COM	11-2153616
Johnstone Supply 540 Johnson Avenue Bohemia, NY 11716	631/567-4800	631/567-6005	MSOLON@JOHNSTONELI.COM TWALSH@JOHNSTONELI.COM	11-2153616
Johnstone Supply 1600 Coney Island Ave. Brooklyn, NY 11230	718/252-2700	718/692-4546	MSOLON@JOHNSTONELI.COM TWALSH@JOHNSTONELI.COM	11-2153616
Johnstone Supply 135 Schmitt Blvd. Farmingdale, NY 11735	631/293-2566	631/293-3545	MSOLON@JOHNSTONELI.COM TWALSH@JOHNSTONELI.COM	11-2153616
Johnstone Supply of Rochester** 95 Halstead Street Rochester, NY 14610	585/482-8000	585/482-6000	store141@johnstonesupply.com	16-1391624
Johnstone Supply of Syracuse** 1200 Burnet Avenue Syracuse, NY 13203	315/479-8800	315/479-8600	store269@johnstonesupply.com	16-1391624
Johnstone Supply 2600 Sixth Ave Troy, NY 12180	518/272-5922	518/272-5950	johnstone35troy@aol.com	14-1560277
WBE: Johnstone Supply 66 Brockway Place White Plains, NY 10601	914/285-9244	914/285-9245	store223@johnstonesupply.com	13-3914939

**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: **JOHNSTONE SUPPLY**, Continued

Branch	Phone Number	Fax Number	E-Mail Address	Federal Identification #
Johnstone Supply 27-01 Brooklyn Queens Exp. West Woodside, NY 11377	800/431-1143 718/545-4896	718/274-4972	store60@johnstonesupply.com	13-0419457
Authorized Reseller & Address	Phone Number	Fax Number	Contact Person & E-Mail Address	Federal ID # & NYS Vendor ID #
MBE: A.I.W., Inc. 5849 Greens Corner Rd Galway, NY 12074	518-225-2840	518-478-2056	Jim Burton jburton@aiwonline.net	FEIN: 59-3685517 VID: 1100061699

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays: (outside of M-F 7:30 am - 5:00 pm, SAT. 9 am - 12:00 noon).

George H. Bejian, President
 Phone: 800/765-5535 (Ext. 102)
 518/272-5922 (Ext. 102)
 Fax: 518/272-5950
 Cell Phone: 518/365-6689
 E-mail: johnstone35troy@aol.com

****All payments for sales from these two branch stores are to be remitted to the Rochester address above.**

CONTRACTOR: **SID TOOLS, INC DBA MSC INDUSTRIAL SUPPLY CORP**

% EDI Discounts: NA
 Volume Discount: NA
 Additional Discount for pickup of Order: NA
 Guaranteed Shipment: 24-48 hours Custom Orders: Based on product ordered

Branches providing "over the counter" Services:

Branch	ADDRESS	PHONE	FAX
Melville	75 Maxess Road Melville, NY 11747	516-812-2000	631-586-5606
Buffalo	405 N. French Rd., Suite 118 Amherst, NY 14228	888/672-4035 716/564-2457	716/564-2464
Rochester	52 Marway Circle, Ste 3 Rochester, NY 14624	800/757-1092 585/426-5550	585/426-4116
Authorized Reseller & Address	Telephone Number and Fax Number	Contact Person & E-Mail Address	Federal ID # & NYS Vendor ID #
WBE, SB: Three Gals Industrial, LLC P.O. Box 177 Oyster Bay, NY 11771	Telephone: 516-330-0234 Fax: 516-922-1297 Telephone: 516-413-2251 Fax: 516-624-8414	Linda Cazzola Email: linda.c@3galsindustrial.com Ara Basmajian Email: Ara.B@3galsindustrial.com	FIN: 205095940 VID: 1100012975

**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: SID TOOLS, INC DBA MSC INDUSTRIAL SUPPLY CORP. Continued

In event of an Emergency contact after normal hours: (outside of M-F 7:00 a.m. - 10:00 p.m., Sat. 9:00 a.m. - 4:00 p.m.)
 PHONE: 800/645-7270
 FAX: 800/255-5067

Additional Services offered at no charge: Live Time Inventory Vendor Managed Inventory, E-mail Order Acknowledgement and Fully Integrated Website

CONTRACTOR: WESCO DISTRIBUTION INC.

% EDI Discount: N/A
 Volume Discount: N/A
 Guaranteed Shipment: 24-48 hours Custom Orders: 10 days A/R/O

Additional optional Services Available at no charge: Energy Audits at Selected Locations

Branches providing "over the counter" Services:

Name	Address	Contact Person & Email	Telephone Number	FAX Number
WESCO	424 Commerce Rd., Vestal NY 13850	Terry Woodruff twoodruff@wesco.com	607/729-1561	607/770-1679
Liberty Electric	326 Rockaway Ave., Brooklyn NY 11212	Jeff Goldberg jeffg@libertyelectrical.com	718/342-5790	718/498-1544
WESCO	120 Galleria Dr., Cheektowaga, NY 14225	Rich Hitchcock rhitchcock@wesco.com	716/684-7300	716/684-7310
Avon Electrical	60 Hoffman Ave., Hauppauge, NY 11788	Kenneth Moskowitz kmoskowi@wesco.com	631/582-4770	631/582-1030
WESCO	331 Mill St., Poughkeepsie, NY 1201	John Lovelace jolovelace@wesco.com	845/452-9000	845/452-4720
WESCO	1523 Mt. Read Blvd., Rochester, NY 14606	Ron Pierce rpierce@wesco.com	585/458-1100	585/458-0864
WESCO	6581 Townline Rd., Syracuse, NY 13201	Ben Evans benevans@wesco.com	315/434-5500	315/463-0326
WESCO	465 Newell St., Watertown, NY 13601	William Reynolds wreynolds@wesco.com	315/788-7700	315/788-0908

Authorized Reseller	Address	Contact Name & E-Mail	Phone & Fax
WBE: ABI Consulting, Inc. FIN: 80-0206493 VID: 1100105022	1951 Ocean Avenue Ronkonkoma, NY 11779	Joseph P. Ferraro Joseph.F@abi-gs.com Keri Ferraro Keri.f@abi-gs.com	855-282-6075 631-468-8184 631-468-8186 (Fax) 631-468-8188
WBE: A.I.W., Inc FIN: 59-3685517 VID: 1100061699	5849 Greens Corner Road Galway, NY 12074	Martha Langley martha@aiwonline.net	518-478-2056 518-478-2056 (fax)
WBE: East Coast Metallic Tubing & Hardware Supply Corporation FIN: 300015655	1951 Ocean Avenue, Unit #4 Ronkonkoma, New York 11779	Deborah Ehmann eastcoastmthsc@aol.com	631-676-5570 631-981-1062 (fax)

VID: 1100082898			
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**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: WESCO DISTRIBUTION INC. Continued

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:

WESCO Location Area and After Business Hours	Contact Person & Email	Telephone Number	FAX Number
Binghamton area outside of M-F 7:30 - 4:45	John Stoddard jstoddard@wesco.com	Phone: 607/729-1561 Cell Phone: 607/759-7326	607/770-1679
New York City – Brooklyn outside of M-F 6:30 – 5:00, Sat 7:30 – 1:00	Tom Giacomaro tomg@libertyelectrical.com	Phone: 718/342-5790 Cell Phone: 917/968-7932	718/498-1455
Buffalo area outside of M-F 7:00 - 4:30	John Lovelace jloveace@wesco.com	Phone: 716/684-7300 Cell Phone: 716/570-0699	716/684-7310
Hauppauge area outside of M-F 7:30 – 5:00	Kenneth Moskowitz kmoskowi@wesco.com	Phone: 631/582-4770 Cell Phone: 631/484-2959	631/582-1030
Poughkeepsie area outside of M-F 7:00 – 4:30	Randy Kelsey rkelsey@wesco.com	Phone: 845/452-9000 Cell Phone: 914/204-7051	845/452-4720
Rochester area outside of M-F 8:00 – 5:00	Ron Pierce rpierce@wesco.com	Phone: 585/458-1100 Cell Phone: 585/261-8750	585/458-0864
Syracuse area outside of M-F 7:30 – 5:00	Joe Deredita benevans@wesco.com	Phone: 315/434-5500 Cell Phone: 315/427-7688	315/463-0326
Watertown area outside of M-F 7:30 – 4:30	Bryan Flagg bflagg@wesco.com	Phone: 315/788-7700 Cell Phone: 315/783-3234	315/788/0908

CONTRACTOR: W. W. GRAINGER

% EDI Discounts: N/A

Volume Discount: N/A

Additional Discount for pickup of Order: N/A

Guaranteed Shipment: 24-48 hours Custom Orders: 10 business days ARO

Additional optional services available at no charge: Consulting Services, Regional Program Managers, Lighting Services, Janitorial, Safety Services, Summary Billing, Hazardous Recycling

Branches providing "over the counter" Services:

ADDRESS	PHONE	FAX
35 Corporate Circle Albany, NY 12203-5154	518/869-1414	518/869-1418
199 Orville Dr Bohemia, NY 11716-2515	631/567-8591	631/567-4161

**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: W. W. GRAINGER Continued

ADDRESS	PHONE	FAX
1143 Longwood Ave. Bronx, NY 10474	718/503-9770	718/503-9772
815 Third Ave. Brooklyn, NY 11232-1511	718/499-1500	718/894-0167
50 McKesson Parkway Buffalo, NY 14225-5166	716/684-1000	716/681-5334
6285 E. Molloy Rd. East Syracuse, NY 13057-1037	315/433-2771	315/433-1029
505 Saw Mill River Rd. Elmsford, NY 10523-1009	914/347-6800	914/592-3220
70 Marcus Blvd. Hauppauge, NY 11788-3704	631/457-8500	631/457-8502
9446 State Rt. 49, Marcy 13403-2342	315/734-0424	315/731-1297
58-45 Grand Ave. Maspeth, NY 11378-3230	718/326-1598	718/894-0167
1 Park Dr. Melville, NY 11747-3035	631/391-3030	631/454-0694
2040 Jericho Turnpike New Hyde Park, NY 11040-4741	516/358-6200	516/358-2071
150 Varick St. New York, NY 10013-1218	212/629-5660	212/645-2677
619 W 54 th St. Fl1 New York, NY 10019-3545	212/629-5660	212/629-5816
300 Corporate Blvd. Newburgh, NY 12550-6402	845/567-6900	845/567-7785
1999 Mt. Read Blvd. Rochester, NY 14615-3700	585/427-8570	585/427-0564
430 W. Metro Park Rochester, NY 14623-2619	585/427-8570	585/427-0564
2809 Old Vestal Rd. Vestal, NY 13850-2047	607/729-1133	607/729-4257

AUTHORIZED W.W. GRAINGER RESELLER:

AUTHORIZED RESELLER	FEDERAL ID# & NYS VENDOR ID #	ADDRESS	CONTACT PERSON & E-MAIL ADDRESS	TELEPHONE # and FAX #
SB MBE: *F M Office Express Inc.	FIN:16-1478699 VID: 1000008256	One Woodbury Blvd Rochester, NY 14604	Fabricio S. Morales info@fm-resources.com	Ph: (585) 238-2880 Ph: (888) 363-9777 Fax: (585) 238-2899 Fax: (866) 719-7199

**STATEWIDE
(DISTRICTS A TO D) (Continued)**

CONTRACTOR: W. W. GRAINGER Continued

AUTHORIZED RESELLER	FEDERAL ID# & NYS VENDOR ID #	ADDRESS	CONTACT PERSON & E-MAIL ADDRESS	TELEPHONE # and FAX #
Service Disabled Veteran Owned Small Business: Strategic Response Initiatives LLC	FIN: 20-2015569 VID: 1000034729	411 State St, Suite 307 Schenectady, NY 12305	Robert L. Domenici robert.domenici@strategicri.com	518-858-2611 (844) 2BUYVET (844) 228-9838 (fax)
WBE SBE: Edge Electronics, Inc.	FIN: 11-3028701 VID: 1100084404	75 Orville Drive Bldg. #2 Bohemia, NY 11716	Adrienne Giannone E-mail: AGiannone@edgeelectronics.com	Ph: (631) 471-3343 Fax: (631) 471-3405

In event of an Emergency contact:

24 hours 7 days a week
Dispatcher
800/CALL WWG (800/225-5994)

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, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition. 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 No., description of product, 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, they 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.

MINIMUM ORDER:

Minimum order shall be \$50.00 and orders are to be drawn in quantities reflecting contractor's standard packaging.

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.

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.

PRICE UPDATES:

Price updates (items previously submitted and approved) will be allowed annually after the first year, based on the regularly published commercial catalog (with pricing), the applicable manufacturers' list prices or comparable contracts (i.e. GSA or other States), but percentages reflected in the NYS Net Pricing must be equal to or better than those established by the contractor's original bid. New products (items not previously approved) may also be offered annually. The discount offered on the new products offered after contract award shall be no lower than the minimum established product category discount per manufacturer. Discounts may increase at any time.

Requests for price changes and new items shall be submitted 90 days prior to the end of the first year and subsequent year(s) of the contract. Requests for price increases at any other time will not be granted. The contractor shall provide the Office of General Services - Procurement Services with two copies of the updated pricing and two copies of the contractor's regularly published commercial catalog (with pricing), applicable manufacturers' price lists or copies of the comparable contracts. Catalog or price list(s) shall be provided in the contractor's standard format, preferably on electronic media with printed labels from the manufacturer.

PRICE DECREASES:

Contract prices may be subject to decreases during the contract period in accordance with changes which may be made by the contractor in the contractor's catalog or the regularly published manufacturers' price list(s). Price decreases including "Best Pricing Offer" are to be effective immediately as specified below. **A summary of these decreases shall be submitted semi-annually.** This summary shall list the item description and the company's stock numbers of the deleted items.

BEST PRICING OFFER:

Price Decreases shall take effect automatically during the Contract term and apply to orders submitted subsequent to the effective dates of applicable price decreases as follows:

- a. GSA Changes: Where NYS Net Prices are based on an approved GSA Schedule and the approved GSA Schedule pricing decreases during the Contract term; or
- b. Commercial Price List Reductions: Where NYS Net Prices are based on a discount from list prices and list prices are lowered to customers generally or to similarly situated government customers during the contract term; or
- c. Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions, or special discount pricing to customers, during the Contract term for the same or a smaller quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transactions for the life of such general offer or promotion.
- d. Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (c).

REBATES:

The office of General Services has the right to determine the disposition of any rebate settlement, restitution, liquidated damage, etc. which arise from the administration of this contract.

INTERNET WEBSITES WITH PRICING INFORMATION:

AT THE CONTRACTORS' SOLE EXPENSE CONTRACTORS WILL BE REQUIRED TO HOST AN INTERNET WEBSITE WITH COMPLETE CONTRACT INFORMATION AND PRICING ON ALL PRODUCTS OFFERED FOR END USERS DIRECT ACCESS.

The website will be listed under the Contractor information in the subsequent Contract Award. This website will be the responsibility of the contractor to maintain and keep updated including all subsequent changes in the Contract offerings (additions, deletions, price revisions) during the Contract term. Contractor is responsible for the Contract related information to be accurately and completely posted, maintained, updated and displayed in an objective (i.e.: informational only) and timely manner, which renders it clearly distinguishable from other, non-Contract offerings at Contractor's web site. Any changes (in accordance with the terms of this contract) in product offering or pricing requires pre-approval by Procurement Services and may not be posted on the website prior to notification of approval.

If Contractor stores, collects or maintains personal identification data electronically as a condition of accessing State Contract information, such data shall only be used internally by Contractor for the purpose of implementing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes.

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://nyspro.ogs.ny.gov/>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to Procurement Services' 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.

CONTRACT PERIOD:

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

If mutually agreed between Procurement Services and the contractor, the contract may be renewed annually under the same terms and conditions for an additional period not to exceed two years.

However, the State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

Discounts are to be firm for the entire period of the contract. Discount reduction will not be allowed for the entire period of the contract. Discount increases are permitted at any time. See "PRICE:" clause.

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: (Continued)

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.

QUANTITIES:

Quantities are indefinite. Each contract is for the quantities actually ordered during the contract period.

It should be noted that the extension of this contract to political subdivisions and others authorized by law, as indicated in the "Non-State Agencies Participation in Centralized Contracts" clause may cause the value to vary considerably. However, the contractor must furnish all quantities actually ordered.

Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase.

WARRANTIES AND GUARANTEES:

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

The contractor guarantees that the products are new (or re-manufactured to new specifications) with every unit delivered guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the State, including labor and transportation charges.

DELIVERY:

Shipment must be made within 24-48 hours after receipt of order, with the exception of custom (non-stock) orders which must be shipped within ten business days after receipt of order.

INCLUSIONS:

With the agreement of the contractor, the State reserves the right to add, additional products not included in the catalog up to the maximum 100,000 items. Requests for inclusion of new items only shall be submitted on an annual basis.

EXCLUSIONS:

Procurement Services reserves the right to delete before or after award any of the products included in the contractor's catalog.

Catalog may list products covered by other state contracts as well as available from preferred sources as stated above. It is the obligation of each agency to order from the appropriate source of supply.

IT SHOULD BE NOTED THAT PREFERRED SOURCES MAY EXPRESS IN THE FUTURE AN INTEREST IN FURNISHING THE STATE WITH CERTAIN PRODUCTS LISTED IN A GIVEN CONTRACTOR'S CATALOG. THEREFORE, THESE ORGANIZATIONS MAY POSSIBLY BE DESIGNATED AS THE STATE'S "PREFERRED SOURCE" FOR SOME PRODUCTS AND PURCHASES OF THESE PRODUCTS WILL BE MADE ON SUCH TERMS

IMPORTANT NOTICE TO CONTRACTORS AND STATE AGENCIES - "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in the Invitation For Bids and related Notice of Contract Award 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 product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) 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 (currently for transactions in excess of \$10,000) and competitive bidding of requirements exceeding the discretionary bid limit (currently at \$15,000).

MERCURY-ADDED CONSUMER PRODUCTS:

Contractors are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale of fever thermometers containing mercury and the sale of elemental mercury for other than research 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. Contractors 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. Contractors may also visit the Department's web site for additional information: <http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

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.

PERFORMANCE REQUIREMENTS:

1. **ORDERS**

Contractor shall be capable of accepting orders via facsimile, and manually. As an option, the contractor may accept orders via electronic data interchange (EDI). In this award, EDI is construed to mean personal computer based on-line electronic access capability. Contractors offering EDI must have on-line computer capability of receiving supply orders from locations throughout the district bid. The order entry system shall allow agencies to enter orders and shall have full order inquiring capabilities. All orders (fax, manual, EDI) shall reference requisition and/or purchase order number as required.

1. ORDERS (Cont'd)

All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 5:00 p.m. EST, Monday through Friday, except legal holidays. All orders processed via manual, facsimile, or electronic data interchange shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order. (See "DELIVERY"). All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

2. SOFTWARE WARRANTY

The contractor represents and warrants that it is the sole owner of the software product used for electronic data interchange or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any contract. Contractor further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company. Contractor shall defend, indemnify and save New York State wholly harmless from all costs, liability, and damages, including attorney fees, incurred by New York State as a result of claims by a third party that New York State use of such data, information, and software infringes the rights of such third party. New York State shall promptly notify contractor in the event New York State learns of such claim by a third party.

3. ELECTRONIC ACCESS ORDERING SYSTEM

The electronic data interchange system (EDI) shall be capable of processing controlling, documenting, and reporting on the following minimum data elements:

- Vendor Name and address
- Agency/Facility/Political Subdivision, etc.
- Contract Number
- Purchase Order Number
- Requisition Number
- Contact (individual placing order)
- Stock Number
- Manufacturer
- Contract Purchases
- Non Contract Purchases
- Description
- Unit Cost
- Unit of Measure
- Extended Amount
- Total Amount

4. SOFTWARE AND TRAINING GUIDES

The contractor shall provide software (if applicable) (excluding communication software and modem) and training guides/manuals (instruction sheets) at no additional cost to all agencies capable of placing orders via on-line electronic data interchange systems. Samples of software and training guides/manuals (instruction sheets) shall be provided to Procurement Services. Agencies may choose to arrange with the contractor for other services offered.

5. AGENCY ACCESS TO ELECTRONIC ACCESS ORDERING SYSTEM

Each participating agency/facility/political subdivision, etc., will be responsible for obtaining the appropriate communication software, phone lines and modems necessary to access EDI.

6. CUSTOMER SUPPORT

The contractor shall provide toll-free telephone support/assistance at no extra charge to all customer agencies interested in ordering via EDI.

PERFORMANCE REQUIREMENTS (continued):

7. TOLL-FREE NUMBERS

The contractor will provide either local toll-free telephone and fax numbers within the district or toll-free numbers for the State's procurement usage. If contract does not currently maintain toll-free numbers, the contractor must be willing to accept collect calls or to establish toll-free numbers.

8. CUSTOMER SERVICE

The contractor shall provide a sufficient number of employees for each district who are knowledgeable and responsive to customer needs and who can effectively service the contract.

9. PRICE LISTS AND CATALOGS

The contractor shall provide without charge, within 30 days of request during the first 45 days of the contract period, catalogs or price lists and a CD ROM with the approved items with Item Descriptions, Manufacturers' Names, Unit of Measure, Stock Number, NYS Net Pricing and Discount to service all authorized user's. After the first 45 days of the contract, catalogs or price lists shall be provided within 10 calendar days of request.

Catalogs or price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs or price lists. All customers shall be furnished with new catalogs or applicable price lists as soon as they become available. As soon as the resultant contractor receives from the Office of General Services – Procurement Services the approved updated pricing annually, including any additions, pursuant to the contract, they shall furnish all authorized users with a new pricing CD ROM.

Catalogs or price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

10. DELIVERY POINTS

Delivery points shall be designated by the ordering agency.

11. DISCREPANCIES

The contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

12. PRODUCT RETURNS, PROBLEM PRODUCT

Products returned because of quality problems, duplicated shipments, outdated product, etc. must be picked up by the contractor within five business days after notification with no restocking charge and be replaced with specified products or the agency shall be credited/refunded for the full purchase price.

13. PRODUCT RETURNS, AGENCY ERROR

Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Product must be in re-saleable condition (original container, unused). There shall be no restocking fee if returned products are re-saleable.

14. SUBSTITUTIONS

Unauthorized substitutions are not acceptable. Substitution of one catalog product for another catalog product shall require the approval of the ordering agency.

15. CONTRACT FILL RATE

Within forty-five days after the contract commences, each contractor shall maintain a monthly overall average fill rate of 90 percent. Line items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level. Orders not filled and partials shall be indicated on the packing list. The contractor shall inform agencies of the availability date of non-filled and partial orders within 24 to 48 hours after receipt of order. Should the contractor fail to meet the agreed upon delivery schedule, thereby making the agency order from another source, the contractor may be required to pay the difference between the contract prices and the agency's purchase price. Failure to maintain a 90 percent fill rate may result in contract cancellation.

PERFORMANCE REQUIREMENTS (continued):

16. BILLING/ORDERING SYSTEMS

Cost centers or branch offices within an agency may require separate invoicing as specified by each agency. The contractor's billing system shall be flexible enough to meet the needs of varying accounting systems in use by different agencies.

17. AGENCY SALES REPORTS

The Contractor shall furnish to each requesting agency, on a monthly basis, a report indicating total dollar volume of purchases made and total number of each contract item ordered to EACH participating agency/facility/political subdivision, etc. within a district.

18. SEMI-ANNUAL SALES REPORTS

The contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period commencing with the date of issue on CONTRACT AWARD NOTIFICATION. The reports shall be in the following format:

- Total sales by product category - to include units and dollars.
- Top 200 items by units and dollars.
- Sales summary by Agency/Political Subs (i.e., Local Gov't, D.O.T., D.O.C.S.)
- Sales summary by District, Catalog Price and Net Price.
- An annual sales report shall be submitted to include catalog (Published Price); Net Price (N.Y.S. Price) and the discount with a Grand Total of each.
- Top 200 customers by dollar sales

These reports are to be submitted to Procurement Services, 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. Separate reports or one.

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.

19. SALE FLYERS

At the contractor's option, sale catalogs, and flyers based on the awarded catalog, that offer further price reductions, may be offered to customers. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered.

20. ADVERTISEMENTS

Contractors shall provide a draft of any advertisements that the Contractor issues referencing the resulting contract number to Procurement Services for approval before distribution.

21. PERFORMANCE SURVEYS

Contractors shall be required, upon request, to provide performance surveys to customer agencies. Contract performance measures may include, but not be limited to, the following: delivery time, fill rate, response time to inquiries, resolution of problems, employee courtesy, staff knowledge ability, and overall performance. The information reported on the surveys will be used to assess contractor's performance and may, if necessary, be used to determine continuation or cancellation of award.

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

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

OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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