

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

## CONTRACT AWARD NOTIFICATION

<b>Title:</b>	<b>Group 39000– GREEN CLEANING PRODUCTS, PROGRAMS, EQUIPMENT AND SUPPLIES (STATEWIDE)</b> Classification Code(s): 26, 27, 46
<b>Award Number:</b>	<a href="#"><u>PGB 22791-ES</u></a>
<b>Contract Period:</b>	<b>April 29, 2014 thru March 31, 2015</b>
<b>Bid Opening Date:</b>	<b>February 21, 2014</b>
<b>Date of Issue:</b>	<b>April 29, 2014 (Revised 12/29/2014)</b>
<b>Specification Reference:</b>	<b>As Incorporated In The Piggyback Agreement</b>
<b>Contractor Information:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name: Christen Hall	New York State Procurement
Title: Contract Management Specialist	Customer Services
Phone: 518-486-1900	Phone: 518-474-6717
Fax: 518-474-8676	Fax: 518-474-2437
E-mail: <a href="mailto:christen.hall@ogs.ny.gov">christen.hall@ogs.ny.gov</a>	E-mail: <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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

### Description

This multi-state contract covers certain cleaning supplies that comply with the requirement of Chapter 584 of the Laws of 2005 directing state agencies to use environmentally preferred cleaning products; State Education Law 409-I, and State Finance Law 163-b directing public and non-public elementary and secondary schools in New York state to use environmentally sensitive cleaning and maintenance products. It is also consistent with Executive Order 4 directing agencies to green their procurements. Equipment products are excluded from this contract.

**PR # 22791**

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>ID NUMBERS</u></b>
<b>PC66505</b>	CORR DISTRIBUTORS INC.	800-536-8323	<b>FEDERAL ID #</b>
WBE	89 PEARCE AVENUE	716-873-8323	161117762
SB	TONAWANDA, NY 14150	Edward C. Corr	<b>VENDOR ID #</b>
		FAX NO.: 716-873-2968	1000007775
		E-mail: ecorr@corr distributors.com	
		Website: www.corr distributors.com	

**NOTE:** Corr offers Electronic Access Ordering (EDI). Corr accepts the NYS Procurement Card for purchases not to exceed \$15,000.00 with no additional discount. Corr will accept orders for less than the minimum order with shipping cost added.

<b>PC66503</b>	EASTERN BAG & PAPER CO., INC.	800-972-9622 x 2873	<b>FEDERAL ID #</b>
	DbA/ EBP SUPPLY SOLUTIONS	203-233-4732	060703019
	200 RESEARCH DRIVE	Linda Johnson	<b>VENDOR ID #</b>
	MILFORD, CT 06460	FAX NO.: 203-878-0438	1000042797
		E-mail: ljohnson@ebpsupply.com	
		Website: www.ebpsupply.com	

**NOTE:** Eastern Bag offers Electronic Access Ordering (EDI).

<b>PC66504</b>	FOLEY DISTRIBUTING	800-950-3738	<b>FEDERAL ID #</b>
<b>EXTENSION</b>	280 SEWARD ROAD	802-773-3738	030238475
<b>PENDING</b>	RUTLAND, VT 05702	Doug Deluke	<b>VENDOR ID #</b>
		FAX NO.: 802-773-7657	1100009944
		E-mail: ddeluke@foleydistributing.com	
		Website: www.foleydistributing.com	

**NOTE:** Foley offers Electronic Access Ordering (EDI). Foley accepts the NYS Procurement Card for purchases not to exceed \$15,000.00 with no additional discount. Foley will accept orders for less than the minimum order, with shipping at no additional cost.

<b>PC66502</b>	MD STETSON CO., INC.	800-255-8651 x 121	<b>FEDERAL ID #</b>
	92 YORK AVENUE	781-986-6161 x 121	042039595
	RANDOLPH, MA 02093	Michael Glass	<b>VENDOR ID #</b>
		FAX NO.: 781-961-1764	1000049222
		E-mail: mike.glass@mdstetson.com	
		Website: www.mdstetson.com	

**NOTE:** MD Stetson offers Electronic Access Ordering (EDI). MD Stetson accepts the NYS Procurement Card for purchases up to \$15,000.00 with no additional discount. MD Stetson will accept orders for less than the minimum order, with shipping cost added. Volume Discount: 1% for orders over \$500 2% for orders over \$2,000.

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 OFFICE OF GENERAL SERVICES, NYS PROCUREMENT (NYS PRO) 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 NYS PRO.

**APPENDIX A:**

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein.

**APPENDIX B:**

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid 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:**

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

**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, NYS Procurement (NYSPro), prior to effectuation.

**CONTRACT PAYMENTS:**

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

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

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

**ELECTRONIC PAYMENTS:**

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

**NOTE TO CONTRACTOR:**

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

**NOTE TO AGENCY:**

Orders under this contract are to be submitted directly to the contractor unless otherwise indicated in the award.

**CONTRACT:**

Contractor has entered into a contract with the State of New York under the terms and conditions set forth in the Master Contract for use by New York State agencies, political subdivisions and others authorized by law. All the terms, conditions, covenants and representations contained herein and in the Master Contract and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this contract as if fully set forth at length herein. The term and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Master Contract.

The Master Contract is expressly modified by deleting:

- Affirmative Market Program (AMP) Plan.
- Statewide Contract Administration Fee and Report. (For Massachusetts Purchase Only)
- Removal of Category I Powered, Janitorial Cleaning Equipment from Award.

The Master Contract is expressly modified by adding the following references:

**HOW TO USE THIS CONTRACT:**

New York State authorized users are advised to review the Executive Order, Legislation and guidelines listed within this award when making a decision to purchase cleaning products. While the Guidelines require certain entities to purchase certain products, products offered under this contract may not be fully compliant with all requirements. It is the responsibility of the using entity to purchase products that meet its statutory or executive agency requirements. The New York State Green Cleaning Program's website contains a list of product categories and manufacturers' items identified as meeting the Green Cleaning Program requirements. Entities may reference the list of **manufacturer approved** cleaning products at: <https://greencleaning.ny.gov/Product/Default.aspx>,

**PURCHASING ORDER OF PRECEDENCE:**

To meet their varying needs and their form, function and utility requirements, authorized users must follow the following order of precedence when choosing the proper procurement vehicle:

1. Preferred source offerings;
2. OGS centralized commodity contracts including this contract and other OGS contracts listed in the Overlapping Contract Items clause;
3. Agency or multi-agency established contracts; and
4. OGS centralized service or technology contracts or an "open market" procurement that can either be discretionary or result from a formal, competitive bidding process based on the total value of the procurement.

Further details on the procurement process can be located at: <http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

**PREFERRED SOURCE PRODUCTS:**

Section 162 of the New York State Finance Law requires that New York State agencies afford first priority to the products of preferred source suppliers, such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products meet the form, function and utility of the agency. Some products in the

Master Contract and the resultant New York State Contract may be available from one or more preferred sources. Contractor understands and agrees that such products must be purchased from a preferred source in accordance with New York State Law.

**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).

**CONTRACT PURCHASES:**

Category I is the only category listed in this award with a significant number of the products offered meeting the Green Seal (GS) and EcoLogo (CCD) standard. To view the list of products along with the price list for both categories on the Master Contract FAC59, go to:

**<https://www.commbuys.com/bs0/external/purchaseorder/poSummary.sdo?docId=C117785-vCurrent&releaseNbr=0&parentUrl=contract>**

**Note: All products listed under the tab "Cat I SubCat I - Equipment" on the contractors' price lists are excluded from this contract. Also excluded from this contract is any gas or electric powered devices that may appear under any of the other tabs on the price lists. Gas/electric powered devices include, but are not limited to: vacuum cleaners, electric hand dryers, buffers, ride-on sweepers, and powered floor finish applicators.**

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 best interest of the State.

This multi-state contract covers certain cleaning supplies that comply with the requirement of Chapter 584 of the Laws of 2005 directing state agencies to use environmentally preferred cleaning products; State Education Law 409-I, and State Finance Law 163-b directing public and non-public elementary and secondary schools in New York State to use environmentally sensitive cleaning and maintenance products. It is also consistent with Executive Order 4 directing agencies to green their procurements. Equipment products are excluded from this contract.

<http://greencleaning.ny.gov/Policies.asp>

**FLOOR FINISHES AND FLOOR STRIPPERS:**

At this time, OGS will not adopt the Green Seal, Inc. standard for floor finish and floor strippers (GS-40). While substantial work has been done by a variety of manufacturers to develop environmentally-sensitive floor finishes, OGS has decided to observe the results of using these finishes over time, an option that can only be obtained by experience.

**FLOOR CARE CONSTITUTES THE SINGLE LARGEST AREA OF CLEANING IN A SCHOOL:**

Floors that require frequent burnishing, and/or powder easily, and/or need to be stripped frequently, can contribute to indoor air pollution from airborne germ-laden particulates. It can also cause environmental pollution by unnecessary floor finish polymers and —wax stripping sludge effluence —going down the drain and into sewer treatment systems and/or waterways. Therefore, it is essential from a human health and environmental standpoint that floors are protected by a quality finish that is both easy to clean and can stand the rigors of day to day traffic. Quality floor finishes that are properly applied and maintained help lower children’s exposure to indoor air pollution and reduce water pollution.

This category is composed of products that provide temporary/removable floor protection by the use of floor finish/sealers as follows:

- Resilient Floor Coverings—vinyl tile and sheet goods (linoleum); and
- Hard Surfaces—concrete, terrazzo, stone, fired tile, marble, and slate.

This category also includes two types of floor strippers based on the floor dressings being removed or stripped:  
Waxes or natural products: Some floor strippers can remove polymers but the stripping job will take much longer than liquefiers developed for polymers.

Polymers or synthetic products: Liquefiers were developed to break up and lift polymers and work just as quickly for removing finishes and natural products.

Note: These floor strippers may be used on many floor surfaces, such as terrazzo, marble, resilient dimensional tile and sheet floor coverings, finished synthetic wood flooring, poured liquid flooring, and stone.

[https://greencleaning.ny.gov/Docs/GreenGuidelinesfinal\\_2010.pdf](https://greencleaning.ny.gov/Docs/GreenGuidelinesfinal_2010.pdf)

**NEW YORK STATE’S EXECUTIVE ORDER NO 4:**

EO 4 requires every State agency and authority to develop and implement a Sustainability and Environmental Stewardship Program, which must include projects, programs and policies designed to reduce the public health and environmental impacts of their operations, such as reduction or elimination of the use and generation of toxic substances, pollution and waste. OGS considers the continuation and enhancement of agency green cleaning programs to be part and parcel of compliance with EO 4. For these reasons, it is the opinion of OGS, those agencies and authorities must utilize green cleaning practices in complying with EO 4.

Pursuant to EO 4, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable and all copy paper and janitorial paper shall be process chlorine free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.

<https://greencleaning.ny.gov/>

**OVERLAPPING CONTRACT ITEMS:**

Products available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection. Other contracts covering such items include but are not limited to:

Group 23000, Miscellaneous Office Supplies Award 22438:  
<http://www.ogs.ny.gov/purchase/spg/awards/2300022438CAN.HTM>

Group 23400, Paper Towers (Singlefold and Multifold) Award 21629-RS  
<http://www.ogs.ny.gov/purchase/spg/awards/2340021629CAN.HTM>

Group 39000, Industrial and Commercial Supplies and Equipment, Award 20304-E\*-RA-RM:  
<http://www.ogs.ny.gov/purchase/spg/awards/3900020304CAN.HTM>

**CATEGORY I**

	All Purpose/ General Purpose Cleaners	Carpet Cleaners	Floor Finisher	Floor Stripper	Floor Polish	Hand Soaps	Cooking Appliance Cleaners	Janitorial Paper Products	Trash Can Liners	<b>NOT AWARDED</b> <b>*Powered, Janitorial Cleaning Equipment</b>	Entryway Systems	Other Cleaning Chemicals
Corr Distributors	X	X	X	X	X	X	X	X	X	X	X	X
Eastern Bag & Paper Co., Inc.	X	X	X	X	X	X	X	X	X	X	X	X
Foley Distributing	X	X	X	X		X		X	X	X	X	X
MD Stetson Co., Inc.	X	X	X	X	X	X	X	X	X	X	X	X

**To see the complete list of products and prices list go to:**  
<http://www.ogs.ny.gov/purchase/spg/awards/3900022791CAN.HTM>

**To see the Master Contract FAC59 go to:**  
<https://www.commbuys.com/bso/external/purchaseorder/poSummary.sdo?docId=C117785-vCurrent&releaseNbr=0&parentUrl=contract>

**Note:** All cleaning chemicals awarded under Category I of this Award are certified by either EcoLogo (CCD) or Green Seal (GS) except where noted otherwise.

\*All products listed under the tab "Cat I SubCat I - Equipment" on the contractors' price lists are excluded from this contract. Also excluded from this contract are any gas or electric powered devices that may appear under any of the other tabs on the price lists. Gas/electric powered devices include, but are not limited to: vacuum cleaners, electric hand dryers, buffers, ride-on sweepers, and powered floor finish applicators.

Contract users may find the non-contracted equipment and gas or electric powered devices on the following OGS contracts:

Group 38232, Hazardous Incident Response Equipment (Statewide), Award 19745:  
<http://www.ogs.ny.gov/purchase/spg/awards/3823219745CAN.HTM>

Group 39000, Industrial & Commercial Supplies and Equipment (Statewide), Award 20304-E\*-RA-RM:  
<http://www.ogs.ny.gov/purchase/spg/awards/3900020304CAN.HTM>

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

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

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal

Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:

[http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp)

**NEW YORK STATE'S ADMINISTRATIVE FEE:**

The 1% Contract Administration Fee, payable to the State of Massachusetts for Massachusetts sales of products made under the resultant contract shall be payable to the New York State - Office of General Services, for New York State sales of products made under the resultant contract. Such fee shall be remitted quarterly to the **New York State Office of General Services, Financial Administration, PO Box 2282, Albany, NY 12220-0282**. To insure that payment is credited to your account, the contract number must be included on the check. The check shall be submitted at the same time as the required quarterly sales reports are filed. See "REPORT OF CONTRACT PURCHASES" clause.

**PRICE AND DISCOUNTS:**

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

**CONTRACT PERIOD AND RENEWALS:**

The New York State Contract period shall be for the term as indicated on the Piggyback Agreement with commencement beginning in accordance with Paragraph 38 of Appendix B and ends co-terminus with the Massachusetts award, unless extended or renewed otherwise by New York State. Extensions or renewals to the Master Contract or any modification including new products, terms, or price changes to the Master Contract shall be submitted by the Contractor to the Office of General Services, Procurement Services Group for approval and shall be effective to the New York State Contract upon the date of issuance of a written notification to New York State contract users.

Upon expiration of the Master Contract, Contractor may submit any subsequent replacement contracts entered into for the same or similar products with the same Issuing Entity to the Office of General Services, Procurement Services Group in order to establish a new or renewed contract.

In the event Contractor's Master Contract expires and no new contract is let by the original Issuing Entity, OGS reserves the right, upon written agreement with Contractor, to renew the New York State Contract under the same terms and conditions for an additional period of one year.

**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.

**PRICE CHANGE PROCEDURE (AFTER EXPIRATION OF MASTER CONTRACT):**

Should the Master Contract expire and not be extended or renewed prior to the expiration of the New York State Contract (including any renewals processed by New York State), and providing the Master contract referenced uniform discount(s) from nationally distributed price list(s), the contract prices may be subject to increase or decrease during the remainder of the contract period in accordance with the contract terms and conditions and the changes which may be made by the manufacturer in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount(s) in effect at the time of Master Contract expiration shall not be decreased.

In the event the Master Contract did not reference uniform discount(s) from nationally distributed price list(s), updated price lists may be submitted for acceptance providing the discount structure used as a basis for pricing which was in effect at the time of Master Contract expiration remains unaltered. This evidence must be supplied by the Contractor along with the updated price lists.

New products will be considered for inclusion provided they are pertinent to the contract and are offered to the State at the same discount, terms and conditions as the Master Contract.

The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, to the attention of the Purchasing Officer shown on the front of this document, in triplicate, for approval before ordering agencies will be bound to any such revisions. Approvals of price revisions shall become effective upon the date of issuance of a written notification to New York State contract users.

**CANCELLATION FOR CONVENIENCE:**

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

**CONTRACT MIGRATION:**

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in this contract. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**CATALOGS AND PRICE SHEETS:**

Upon request, Contractor shall furnish, without charge, copies of Master Contract including modifications thereto and related catalogs and price lists to New York State agencies and other authorized users. Upon request, contractor shall also assist authorized users in the use of such documents.

**PURCHASE ORDERS:**

See "Purchase Orders" in Appendix B, OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

**MINIMUM ORDER:**

If Master Contract contains minimum order quantities or values, contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in this agreement) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of commodities or services, the Commissioner reserves the right to obtain such commodities or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for commodities or services procured from other sources pursuant to this paragraph.

**CUSTOMER SUPPORT:**

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

**DISCREPANCIES:**

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

**PRODUCT RETURNS, PROBLEM PRODUCT:**

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

**SUBSTITUTIONS:**

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

**EMERGENCY SERVICE NUMBER AND EMERGENCY CONTACT INFORMATION:**

The contractor shall provide toll free product emergency service, available seven days a week, twenty-four hours a day. Given the nature of the products, an emergency contact including name, number, cell number, fax and email must be provided.

**SALE FLYERS:**

At the contractor's option, sale catalogs, and flyers based on the awarded catalog/product lines that offer further price reductions, may be offered to contract users. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered provided the products are available under contract.

**ADVERTISEMENTS:**

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

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time New York State's Administration Fee is payable to NYS Office of General Services, where applicable.

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

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

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total Sales \$ State Agencies</u>	<u>Total Sales \$ Authorized Non-State Agencies</u>
					\$	\$
				Grand Total Sales State and Non-State Agencies		\$

The report is to be submitted electronically in Microsoft Excel 2003 or lower format 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

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

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

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

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

**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 Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \***